



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

- A G E N D A -

Tuesday October 15, 2024

REGULAR MEETING OF COUNCIL

7:00 p.m., Council Chambers, Fingal/Via Video Link

1. CALL TO ORDER

2. ADDENDUM TO AGENDA

3. DISCLOSURE OF PECUNIARY INTEREST

4. ADOPTION AND REVIEW OF MINUTES

- (a) Draft Minutes of the Regular Council Meeting of September 23, 2024
- (b) Minutes of the Southwold 175 Meeting of September 16, 2024
- (c) Draft Minutes of the Young at Heart Committee Meeting of September 26, 2024
- (d) Draft Minutes of the Family Day/Winterfest Committee Meeting of September 30, 2024

5. DELEGATION

- (a) **7:30 p.m.** CD Watters Engineering Ltd **RE: Roads Needs Study**

6. DRAINAGE

- (a) DRA 2024-04 Request under Section 65(3) add land to the Keith Drain

7. PLANNING

- (a) **7:00 p.m. Committee of Adjustment** PLA 2024-16, MV 2024-05, 10868 Sunset Road **(sent under separate agenda package)**
- (b) PLA 2024-15, Consent Application E69-24, Caranci C/O Oakview Land Use Planning, 10263 Talbotville Gore Road

8. REPORTS

- (a) FIR 2024-11 Activity Report – September 2024
- (b) ENG 2024-51 Activity Report – September 2024
- (c) ENG 2024-52 Parks and Trails Master Plan
- (d) ENG 2024-53 Flood Mapping Grant Opportunity
- (e) ENG 2024-54 North Shedden Sanitary System Design
- (f) ENG 2024-55 Teetzel Farm Sale
- (g) ENG 2024-56 DWQMS Operational Plan Re-endorsement
- (h) FIN 2024-20 Auditor Appointment 2024
- (i) FIN 2024-21 Accrual Budget
- (j) FIN 2024-22 Section 357 Applications
- (k) FIN 2024-23 2025 OPP Estimate
- (l) CBO 2024-14 Activity Report – September 2024
- (m) CAO 2024-71 Activity Report – September 2024
- (n) CAO 2024-72 Integrity Commissioner and Closed Meeting Investigator Renewal
- (o) CAO 2024-73 Backyard Hens By-law Adoption
- (p) CAO 2024-74 Updated to Southwold 175 Committee
- (q) CAO 2024-75 HR Policy Updates
- (r) CAO 2024-76 Housing Enabling Core Services Fund

9. CORRESPONDENCE

- (a) Ministry of Agriculture, Food and Agribusiness RE: Agricultural Workforce Equity and Diversity Initiative (AWEDI)
- (b) Fingal-Shedden & District Optimist Club RE: 2025 Rosy Rhubarb Run
- (c) Fingal-Shedden & District Optimist Club RE: Annual Santa Claus Parade
- (d) Ministry of Agriculture, Food and Agribusiness RE: International Agri-food Workers (IAW)
- (e) Good Roads RE: Establishment of an Ontario Rural Road Safety Program
- (f) Support for Ontario's Big City Mayors (OBCM) Solve the Crisis Program

10. BY-LAWS

- (a) By-law No. 2024-50, being a by-law to enter into an agreement of purchase and sale.
- (b) By-law No. 2024-51, being a by-law to appoint an Integrity Commissioner and Closed Meeting Investigator
- (c) By-law No. 2024-52, being a by-law to regulate backyard hens within Residential One (R1) Zone in the Township of Southwold
- (d) By-law No. 2024-53, being a by-law to amend user fees, Backyard Hens
- (e) By-law No. 2024-54, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on October 15, 2024

11. OTHER BUSINESS (For Information Only)

12. CLOSED SESSION

- (a) A proposed or pending acquisition or disposition of land by the municipality or local board (Section 239 (2)(c)) – 2 items – WWTP Lands and Talbotville Park Lands
- (b) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Section 239 (2) (f)) – 2 Items – Cleaning and Clearing By-law and Legal Update

13. ADJOURNMENT: NEXT REGULAR MEETING OF COUNCIL
Monday October 28, 2024 @ 7:00 P.M.
Council Chambers, Fingal/Via Video Link



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

MINUTES

Regular Council Meeting
Monday September 23, 2024
7:00 p.m. Council Chambers, Fingal/Via Video Link

COUNCIL PRESENT: Mayor Grant Jones
Deputy Mayor Justin Pennings
Councillor John Adzija
Councillor Sarah Emons
Councillor Scott Fellows

ALSO PRESENT: Lisa Higgs, CAO/Clerk
Michele Lant, Director of Corporate Services/Treasurer
Aaron VanOorspronk, Director of Infrastructure & Development
Services
Mike Taylor, Manager of Environmental Services
June McLarty, Deputy Clerk

GUEST: Mike Szilagyi, Planner

Mayor Jones called the meeting to order at 7:00 p.m.

ADDENDUM TO AGENDA:

Staff update. Item 7b is to be deferred until the next regular Council meeting and the agenda be approved as amended.

DISCLOSURES: None

ADOPTION OF MINUTES:

Council Minutes – Adopt

2024-280 Councillor Adzija – Councillor Emons

THAT the Minutes of the Regular Council Meeting of September 9, 2024 are hereby adopted. **CARRIED**

Committee Minutes – Review

2024-281 Deputy Mayor Pennings – Councillor Fellows

THAT Council had reviewed the draft Minutes of the Parks Committee Meeting of September 11, 2024.

CARRIED

PLANNING:

Zoning By-law Amendment

7:00 p.m. ZBA 2024-05, D. Kikkert, C/O H. Button, 8169 Union Road

In attendance: H. Button, S. Helmer, T. and D. Penner, E. McLeod, T. and H. Bradish

Opening of Public Meeting for ZBA 2024-05

2024-282 Councillor Fellows – Councillor Adzija

THAT Council of the Township of Southwold now sits as a public meeting under the Planning Act to consider Zoning By-law Amendment file no. ZBA 2024-05, D. and C. Kikkert, C/O. H. Button, 8169 Union Road opens at **7:02 p.m.**

CARRIED

Mayor Jones called the meeting to order and stated this is a public meeting as required by Section 34 of the Planning Act to afford any person an opportunity to make representation with respect to a proposed zoning by-law amendment which would amend the zoning on the subject property from Residential 1 (R1) Zone to Residential 1 Special Provision 38 (R1-38) Zone to fulfil a condition of consent application E23-24. A zoning by-law amendment is required to address minimum lot frontage and planting strip deficiencies on the retained parcel.

The Mayor asked if any member of Council had a disclosure of interest concerning the *Minutes of Council –September 23, 2024*

proposals. None were declared.

The Mayor asked the Clerk what method of notice and when was the notice given to the public for this meeting. The Clerk responded that a notice was mailed to neighboring property owners within 120 meters of the subject lands and emailed to commenting agencies on August 27, 2024. A sign was posted on the subject property prior to the deadline of September 3, 2024.

The Mayor asked the Clerk if any comments were received from Staff. The Clerk responded yes. Staff comments were received as detailed in the Planning Staff Report.

The Mayor asked the Clerk if any written submissions were received on this application. The Clerk responded that agency comments were received as detailed in the Planning Staff Report. No public comments were received at the time of writing the Planning Report.

Planner Mike Szilagyi present the report to Council and the public. Mr. Szilagyi noted that there is correction in the report. The report indicated that a lot grading plan was included as a condition of the severance application, but this is incorrect. The lot grading plan will be submitted as part of the building permit application process and will address the drainage issues.

The Mayor stated that before he opens the floor to questions from the public, please be advised if any person from the public wishes to receive further information on the action of Council regarding the decision on the application for Zoning By-Law Amendment, please ensure that they email their name, address, postal code and phone to the Planner or Clerk by September 24, 2024. Any person that has contacted the Planner to be part of the public meeting tonight will receive this further information automatically.

The Mayor asked if the owner and/or applicant were in attendance to please identify themselves so the Township has a record of their attendance at this public meeting. Helen Button, solicitor for the applicant identified herself. She reported that she had no further comments to add to the report.

The Mayor asked if you are here for this public meeting to please identify yourself so that the Township has a record of your attendance at this public meeting with your name and civic address.

S. Helmer, 8177 Union Road identified herself. Ms. Helmer questioned the location of new laneway on the subject property. Mr. Szilagyi responded that the applicants can only construction a driveway in the limits of their own property. The 1 m distance would be adjacent to the Ms. Helmer's property but the applicants are asking for an exemption to

that 1 m distance. Mr. Szilagyi also reported the applicants will have to submit a drainage and lot grading plan to address these issues before any building permits are issued.

Ms. Helmer also questioned the access for emergency vehicles. Mr. Szilagyi responded that there was sufficient access for emergency vehicles.

Ms. Helmer questioned if this was the only time that she would be able to address these conditions and whether she would receive any further notification regarding the conditions.

Ms. Higgs responded that the consent application was conditionally approved and there were conditions attached to the decision. No appeals were filed on the application. The onus is now on the applicants to meet those conditions. There will not be any further public meetings to discuss the conditions. The Township will notify the Land Division Committee once the conditions have been met. The drainage reapportionment condition will have to come to Council as an annual report and the building permit is done by staff and there is no public process.

The Mayor asked if any member of Council had any comments or questions on the application. No comments or questions were received.

The Mayor asked if there were any further questions from Council or members of the public.

Ms. Helmer asked for clarification on a drawing that received. Ms. Higgs responded that when the municipality creates public notices, a GIS software is used that includes aerial images that contains an overlay showing approximate lot line data that we have received from the Land Registry office and MPAC. The lot lines on the image are an estimation. Any work done with the Land Division Committee in regard to the actual registration and transferring of the parcel must be completed through a legal survey. The drawing that was received is not a legal survey but the engineering plan that was submitted with the application is a legal survey.

Ms. Helmer voiced her concerns about the trees that are located where the additional laneway is to be located. The overhang of the trees may impact emergency vehicles. Ms. Button responded that she was not aware of the trees but reiterated that the applicant can only work within their lands. Mr. Szilagyi commented that if the trees overhang on the applicant's property they might have the ability to trim them, but they cannot be removed without permission. Those trees will not be removed.

Ms. Higgs commented that Ms. Helmer can do some further investigation into the Boundary Tree legal information webpage but should confer with her own legal council on this matter.

Deputy Mayor Pennings commented that the existing driveway is large enough to accommodate a fire truck.

PLA 2024-14, ZBA 2024-05, 8169 Union Road

2024-283 Deputy Mayor Pennings – Councillor Fellows

THAT Report PLA 2024-14 be received for information; and

THAT Application for Zoning By-law Amendment No. ZBA 2024-05 to amend the zoning of the property known municipally as 8169 Union Road, Fingal from Residential 1 (R1) Zone to Residential 1 Special Provision 38 (R1-38) Zone, be APPROVED; and,

THAT By-law No. 2024-48 be referred to in the By-law section of the Council Agenda of September 23, 2024 for passage.

CARRIED

The Mayor advised Council and the public that the decision may be appealed to the Ontario Land Tribunal by the applicants.

Adjournment of Public Meeting ZBA 2024-05

2024-284 Deputy Mayor Pennings – Councillor Emons

THAT the public meeting to consider the application to amend the zoning on the property owned by D. and C. Kikkert C/O. H. Button, 8169 Union Road closes at **7:28 p.m.**

CARRIED

DELEGATION:

7:33 p.m. – 7:49 p.m.

OCWA – Vitally Talashok, Matthew Belding, Robin Trepanier

OCWA 2nd Quarter Reports

2024-285 Councillor Fellows – Deputy Mayor Pennings

THAT Council of the Township of Southwold hereby receives the reports from Vitally Talashok and Matthew Belding, OCWA re: The Southwold Water Distribution System 2nd Quarter Operations Report and the Talbotville Wastewater Treatment Plant 2nd Quarter Operations Report for information purposes.

CARRIED

REPORTS:

ENG 2024-50 Bridge Engineering Award

2024-286 Deputy Mayor Pennings – Councillor Emons

THAT Report ENG 2024-50 relating to the Bridge Engineering Award, be received for information; and

THAT the proposal for design of the Scotch Line Culvert submitted by Spriet Associates Ltd. in the amount \$45,000 plus HST be accepted.

CARRIED

FIN 2024-19 2025 Capital Budget Meeting Dates

2024-287 Councillor Emons – Councillor Adzija

THAT Council approve the 2025 Capital Budget Meeting schedule as set Tentatively out in this report.

CARRIED

CAO 2024-68 Shedden Commercial Plaza – Declaration of Surplus

2024-288 Councillor Fellows – Deputy Mayor Pennings

THAT, in accordance with By-Law 2013-29, the Council of the Township of Southwold, formally declares that the following municipal property is declared surplus to the needs of the municipality;

35809 Talbot Line, legally described as CON SNBTR PT LOT 15 AND PLAN; 152 N PT LOT 3 RP 11R8789; PART 1; and,

THAT the Clerk is required to post notices in accordance with section 4.0 of By-Law 2013-29; and,

THAT the Clerk be directed to issue a Request for Proposal in accordance with section 6.2 of By-Law 2013-29.

CAO 2024-69 Parking in Talbotville Park

2024-289 Councillor Fellows – Councillor Adzija

THAT, Council receives the report CAO 2024-69 as information; and,

THAT Council directs staff to provide correspondence to not permit a school bus to park in the Talbotville Optimist Heritage Park; and,

THAT Council provides direction to staff on whether to allow overnight parking in municipal parks and whether to research converting the space into a controlled municipal lot.

CARRIED

STAFF DIRECTION

Staff was directed by Council to further investigate some solutions to the parking problems in the subdivisions in Talbotville.

County Council Highlights – September 10, 2024

Mayor Jones presented this report to Council.

CORRESPONDENCE:

- Talbotville Optimist Club Fee Waiver Request
- Thank you from Meggie Cywink
- Town of Tillsonburg Resolution RE: Cellular Coverage

Talbotville Optimist Club Fee Waiver Request

2024 – 290 Councillor Adzija – Councillor Emons

THAT Council approves the fee waiver request in the amount of \$468.00 from the Talbotville Optimist Club for the use of the pavilion and soccer field at the Talbotville Heritage Park for the Friday Family Nights during the month of September, 2024.

CARRIED

Town of Tillsonburg Resolution RE: Cellular Coverage

2024-291 Councillor Fellows – Councillor Emons

BE IT RESOLVED THAT the Council of the Township of Southwold supports the attached resolution that was passed by the Town of Tillsonburg regarding Cellular Coverage Concerns; and

THAT a copy of this resolution be sent to SWIFT, local telecommunications providers, the local MP, MPP and the Town of Tillsonburg.

CARRIED

Council has reviewed the other items under Correspondence

BY-LAW:

- By-law No. 2024-48, being a by-law to amend By-law No. 2011-14, Kikkert, 8169 Union Road

By-law No. 2024-48

2024-292 Councillor Emons – Councillor Fellows

THAT By-law No. 2024-48 be read a first and second time, considered read a third time and finally passed this 23rd day of September, 2024.

CARRIED

OTHER BUSINESS:

- Ontario Energy Board RE: Enbridge Gas Inc. - Notice of a Hearing – New Certificate of Public Convenience

Council reviewed the item under Other Business.

CLOSED SESSION:

2024-293 Councillor Fellows – Deputy Mayor Pennings

THAT Council of the Township of Southwold now moves again into a session of the meeting that shall be closed to the public at **8:37 p.m.** in accordance with Section 239 (2) of the Municipal Act, S.O. 2001, c. 25 for discussion of the following matters;

- A proposed or pending acquisition or disposition of land by the municipality or local board (Section 239 (2)(c)) – Shedden Conservation Land Acquisition

CARRIED

Adjournment of Closed Session

2024-294 Deputy Mayor Pennings – Councillor Emons

THAT Council of the Township of Southwold adjourns the Closed Session of the Regular Council meeting at **9:38 p.m.**

CARRIED

STAFF DIRECTION

Staff were directed by Council to the items that were discussed in the Closed Session.

Confirming By-law

- By-law No. 2024-49, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on September 23, 2024

Confirming By-law

2024-295 Councillor Fellows – Councillor Emons

THAT By-law No. 2024-49 be read a first and second time, considered read a third time and finally passed this 23rd day of September, 2024.

CARRIED

ADJOURNMENT:

2024- 296 Councillor Adzija – Councillor Fellows

THAT Council for the Township of Southwold adjourns this Regular meeting of Council at **9:39 p.m.**

CARRIED

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs



Southwold 175 Planning Committee Meeting Minutes

Monday September 16, 2024

Council Chambers, Fingal

Time meeting started: 3:00 p.m.

Present: Mayor Grant Jones

Bill Aarts

Chris Cirella

Abi North

Regrets: Deputy Mayor Justin Pennings, Sofia Sinclair-Jones, John Coleman

1. Call Meeting to Order and Welcome

Mayor Jones called the meeting to order at 3:05 p.m.

2. Approval of the Agenda

Moved by - Bill Aarts **Seconded by** - Chris Circella

That the agenda for the September 16th, 2024 meeting be approved.

Carried

3. Approval of the August 12th, 2024 Minutes

Moved by- Abi North **Seconded by**- Bill Aarts

That the minutes from the August 12th, 2024 meeting be approved.

Carried

4. Initial Planning for 2025

4.1 2025 Event Budget

Mayor Jones reported that staff are comfortable setting a maximum budget of \$75 000.00 for the event.

4.2 Action Items

4.1.1 Costs for Country and Rock Artist plus equipment

More information will be reported at the next meeting

4.1.2 Branding/Logo Creation

A budget will need to be determined for social media and printing notices. We may need to purchase some fonts for the printing of notices. Abi will have mock-ups of designs for the apparel at the next meeting.

4.1.3 Brewing Companies

Abi is still talking to the Brewing Companies for sponsorship

4.1.4 Local Artists

Rob Burns is confirmed.

Connor Wilson is available.

Still conversing with Genevieve Fisher's manager

4.1.5 Food Trucks

The Streeterly has donate a percentage of their sales to the invite. No other Food Trucks have responded to inquiries.

4.1.6 Harvards

Bill will report back at the next meeting.

4.1.7 Cost of Promotion Items

Chris provided quotes for hats, T-shirts, sweatshirts and small promotional items. The maximum outlay for these items may be \$25000. Designs will need to be finalize by November 2024. Southwold 175 Committee could partner with anything Southwold Committee to do a calendar. We can also approach local businesses for sponsorship on the calendar as well.

4.1.8 OPP Auxiliary

There will be no cost for the OPP Auxiliary to attend. We will need numbers of auxiliary members that are needed.

4.1.9 Southwold Sign

Abi will use the Southwold logo to design this sign

4.1.10 Website/Social Media

Have monthly contests with prizes to engage residents

4.1.11 Research the history for the website/social media \$40 per

Moved by - Chris Circella **Seconded by -** Bill Aarts

THAT a budget of \$250 be set to do research on Southwold at Elgin County Archives.

Carried

4.1.12 Pop-up Booth

The goal of the pop-up booth is to promote the August 9th event and sell the big item merchandise. Small items like pens, keychains, and calendars can be handed out for free. Banners could be used for promotion but they should be designed that we can use them again. The stand-alone sign can also be used at the Pop-Up Booth.

4.1.13 Sponsorship

Mayor Jones and Deputy Mayor Pennings will canvas local businesses for sponsorship. Increments of dollar donations may get extra advertising on social media and the calendar

4.1.14 Volunteer Recruitment

Will recruit volunteers when needed.

4.1.15 Community Partnership Recruitment

Local services clubs and Council committees are on board to assist with the celebration. Chris will reach out to the Southwold Public School for involvement in the celebration. Kid Zero design name and poster contests for the students following the school curriculum.

5. Kick off Event (January 21st, 2025)

Something on the website and social media accounts on January 21st 2025, the actual date of incorporation. The event on January 25th, 2025 will be a taste of the big event with local performers. More discussion on this event will be held at the next meeting.

6. Food/Vendor Applications

Grant has a list of vendors. A fillable application form for food and regular vendors will be available soon on the Township website.

7. Other Business

A suggestion was made to have a professional photographer take pictures at both the January and August events. An RFP could be done to hire the photographer. More discussion on this item at the next meeting.

8. Adjournment and Next Meeting

RESOLVED that the meeting be adjourned at **4:27 p.m.** to meet again at **3:00 p.m.** on **October 7, 2024.**

4. Thanksgiving Lunch

The Committee decided to order a few extra lunches. The apple cider is \$5.00 per jug. We will order 70 jugs.

5. Christmas Dinner

The poinsettias are \$6.00 each for red or mixed colours. Trudy will order 70 for the Christmas lunch.

6. Future Events

Pete Sheridan will do a talk on Historic Crimes in Southwold and surrounding areas on November 21st, 2024. Sarah will do a "Save the Date " notice about this event and the Christmas dinner. The notice will be placed with the Thanksgiving Luncheon.

Jen from Royal Oak will attend the October meeting. Jen will discuss event ideas with the Committee.

7. New Committee Member

The Committee accepted the resignation from Christine Stinson. At this time the Committee will not appoint a new member.

8. Other Business

The Committee reviewed the calendar options. They are in favour of joining the Southwold 175 Committee in doing a calendar for upcoming events in the Township. Events will be held the 3rd Thursday of each month and will have outdoor events in the summer. A suggestion of doing a walk and talk at Deer Ridge Conservation Area in September was made.

9. Adjournment and Next Meeting

Resolution No. 2024-22 Moved by: Trudy Kanellis
Seconded by: Sharon Hinz

RESOLVED that the meeting be adjourned at **2:17 p.m.** to meet again at **1:30 p.m.** on **October 24, 2024**, at Council Chambers, Fingal.

DISPOSITION: Carried



Southwold Family Day Committee

Family Day Committee Meeting Minutes Monday, September 30, 2024 at 6:30 pm Council Chambers, Fingal /Online

Committee Members Present:

Councillor John Adzija
Councillor Scott Fellows
Jane Cox
Lizeanne Kerkvliet
Darlene Wardsworth
Joe McKinnon

Regrets: Jim Carder, Abi Drewitt, Keith Orchard, Scott Young, Morgan Bengen

Staff Present: Lori Redman

1. Meeting to Order and Welcome

The meeting was called to order at 6:43 pm by Co-Chairperson Scott Fellows.

2. Approval of the Agenda

The Committee members approved the Southwold Family Day Committee agenda on September 30, 2024.

3. Approval of the Minutes from the Previous Meeting

The minutes of the March 18, 2024, Family Day Committee were approved.

4. 2025 Event Planning

*Note:

Co-chair Scott Fellows will reach out to members to confirm their participation in the 2025 Winterfest event.

<i>Event Space/Item:</i>	<i>Assigned to:</i>	<i>Considerations:</i>
Committee Members	Scott Fellows	Contact the Fire Department representatives who need to be present at each meeting so there will be no overlap in decision-making.
Keystone Complex Usage:	Committee	Discuss the usage of the Keystone Complex Facility—plan for activities based on weather conditions. Address activities for younger children.
Believe in Wonder	Committee	Will discuss options. A clear cost breakdown on supplies and equipment is required. Discuss popcorn, candy floss, and possibly a hot chocolate bar.
Bonfires	Fire Department	Will ask the fire department to set up for three fires, but adjust if needed to five. The Township will provide wood.
Rosy Rhubarb People Movers	Scott Fellows	Discuss with CAO Lisa Higgs.

Entertainment	Committee	Will reach out to Nick Ewanic Music for availability
Auxiliary Police	Lizanne Kerkvliet	Will request four Auxiliary officers for the event
Hay Bales	Darlene Wadsworth	Will reach out to supplier for 75 bales for the wagons and seating around bonfires.
Lighting	Scott Fellows	Provided by Scott Fellows

Other Business:

*Mail out thank you notes to all volunteers and participants as soon as possible.

Committee members feel that a handwritten note to thank volunteers, signed by the chair on behalf of the committee, will be carried out for the 2025 event.

Advertisement to be displayed on the Fire Department electronic sign, Shedden Library, S&B, Optimist Sign, Coarsley Park, Talbotville Park.

Flyer design and circulation are to be decided.

Accessible parking will be provided at the Keystone complex.

Budget items:

- Cookies provided by Spicers (Lambeth Location) – A quote will be provided for 60 dozen (720 cookies) minimum.
- The committee will request two popcorn machines and two candy floss machines.
- Face painter

- Colouring Books, crayons, and other activity items for children inside the Keystone complex.

7. Next Meeting

The next meeting will be held on October 30th, 2024, at 6:30 p.m., either in person and via Webex.

8. Adjournment

That the meeting adjourns at 8:23 pm.



TOWNSHIP OF
Southwold

Road Needs Study

September 2024

Prepared by

C.D. Watters Engineering Ltd.

6174 Oakview Crescent

Union, Ontario N0L 2L0

clayton@cdwattersengineering.ca



CD Watters
Engineering Ltd.

1.0 Introduction

Municipal infrastructure provides the foundation for the economic, social and environmental health and growth of a community by enabling the delivery of critical services. A municipality's road system is its most valuable core asset in terms of replacement cost, and a large portion of a municipality's budget is allocated to maintaining its transportation network.

Road networks evolve over time as growth, demand and age affect their condition. In order for municipalities to manage these critical core assets and develop capital investment plans that best serve the community at the lowest lifecycle cost, a detailed condition assessment and analysis must be completed regularly.

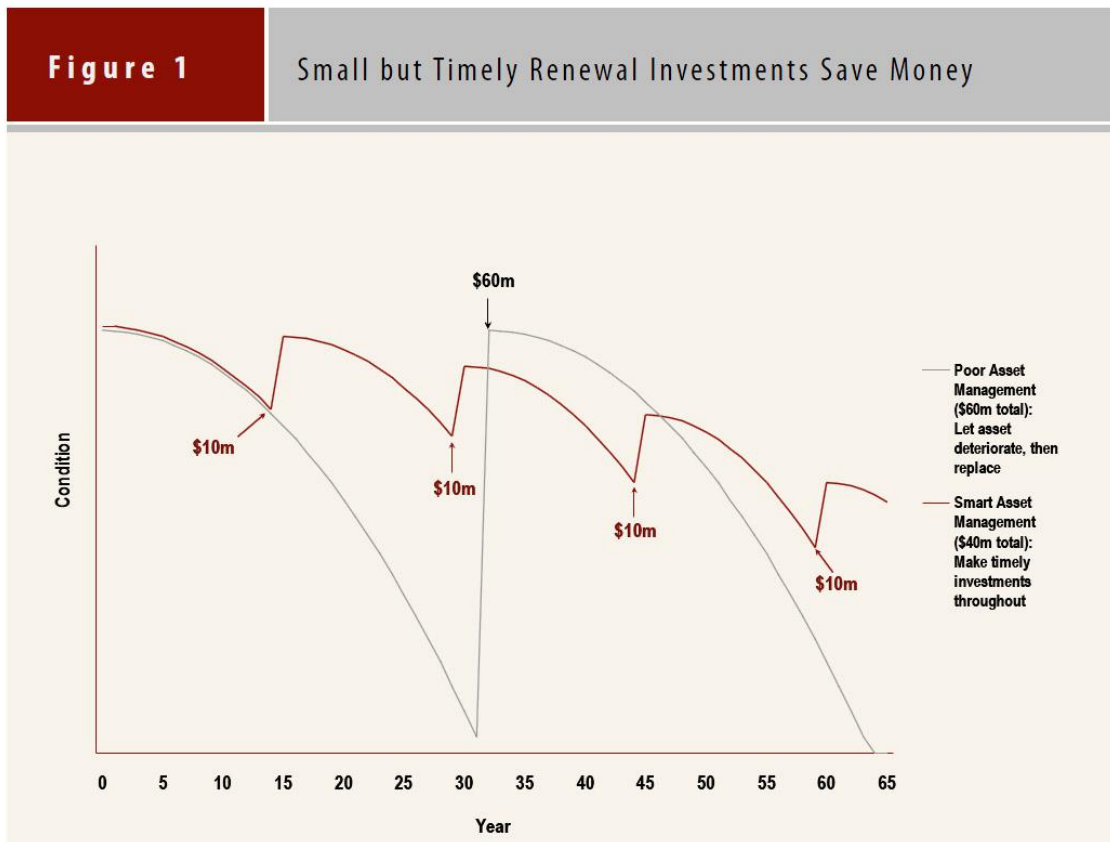
C. D. Watters Engineering Ltd. (CDW) was retained by the Township of Southwold (Southwold) in 2019 to complete the current Road Needs Study. In March 2024, CDW was once again retained by Southwold to complete a 5-year update of this plan. This assignment has included a visual assessment of Southwold's 237 kilometre road network in accordance with the guidelines of the Ministry of Transportation's *Inventory Manual for Municipal Roads* to reflect current conditions. Following this review, CDW met with Southwold staff to review the assessment's findings and incorporate future needs as a result of anticipated regional growth demands, planned projects and other relevant information with a view to formulate a 10-Year Capital Plan that meets Southwold's expectations and coincides with the Township's asset management strategy.

In 2022, Southwold adopted its Asset Management Plan which in part detailed how asset lifecycles are to be managed. Section 4.4 of that plan (Lifecycle Management Strategy), states,

"The condition or performance of most assets will deteriorate over time. This process is affected by a range of factors including an asset's characteristics, location, utilization, maintenance history and environment. The following lifecycle strategies have been developed as a proactive approach to managing the lifecycle of Township owned roads. Instead of allowing the roads to deteriorate until replacement is required, strategic rehabilitation is expected to extend the service life of roads at a lower total cost."

Asset preservation investment strategies are also supported by the Ministry of Infrastructure as outlined in their "Building Together, Guide for Municipal Asset Management Plans" publication. Constructing capital assets account for only 10-20% of

their total lifecycle cost, while the remaining 80-90% comes from lifecycle investments. Therefore, asset capital plans must use a long-term perspective and focus scarce available funding on keeping good roads in good condition.



(Image and text from “Building Together, Guide for Municipal Asset Management Plans,” Ministry of Infrastructure, Ontario, 2016)

This report follows the vision of Southwold’s Asset Management Plan and industry best practices to develop a sustainable investment roadmap. Specifically, CDW has reviewed each of Southwold’s 244 unique road sections that compose the entire network. Each road section has then been evaluated considering the presence and severity of its condition distresses, construction history, age and average daily traffic volume to create a road asset investment plan that proposes timely investments in order maintain the road’s desired level of service at the lowest lifecycle cost and maximizes value to ratepayers.

2.0 Study Methodology

A visual assessment of the Township's 237 km road network was completed in May 2024 and in accordance with the guidelines of the *Inventory Manual for Municipal Roads, Ministry of Transportation*. This is the most popular method used for pavement condition evaluation in Ontario. This manual prescribes a system to catalogue and rate a number of road asset features other than the road's physical condition. Some of these characteristics, such as road surface/shoulder widths and geometry, are rated in order to identify lacking or substandard design features of a road section. This macro rating system includes categories that do not directly reflect the actual road condition and effectively dilute the physical condition rating of the network. Therefore, in order to better define and understand the road network's physical condition, a modified rating methodology was utilized to focus on only **key characteristics that are directly attributable to the asset's condition**.

A Physical Condition Rating was implemented, using the same methodologies as the broader *Inventory Manual for Municipal Roads*; however, it focuses on three (3) characteristics: **Surface Condition, Structural Adequacy and Maintenance Demand**.

A recent study was completed ("Towards Harmonization of Pavement Condition Evaluation for Enhanced Pavement Management: An Ontario Case Study", 2022 TAC Conference and Exhibition, Edmonton, AB), that showcased different methods used by agencies to evaluate pavement condition and their differences. The study showed that simple visual "Ride Condition Ratings" yielded similar evaluation scores as more complicated and time-consuming evaluation methods. In order to develop an accurate and repeatable evaluation method that can be understood by various stakeholders and decision makers, a simple and relatable system is preferred and proven to be effective.

A brief explanation of how each of these road characteristics is defined, reviewed and rated is provided below.

Surface Condition

Surface condition relates to the extent to which a road provides driving ease, comfort and safety. Inadequacies of paved surfaces include excessive or uneven cross fall, ravelling and bumpiness due to cracking and distress. The rating system follows the criteria outlined in **Table 1**, Surface Condition.

Table 1. Surface Condition	
Points	Notes
10	Fully adequate, no discomfort
7-9	Minor discomfort at speed limit
4-6	Uncomfortable to travel at speed limit
1-3	Requires reduced travel speed

Structural Adequacy

The structural adequacy point rating relates to the capability of the surface and base road structure to support traffic loads and resist deformation or rupture. Distress signs relating to the pavement's structure may include cracking, rutting, heaving, pot holes, roughness, alligator cracking, dishing, distortion and frost boils. The road's structural adequacy is an important metric that informs the type of improvement necessary to remedy the distresses noted. Some distresses are "top down" and can be remedied with simple resurfacing, however some distresses indicate "bottom up" issues that would require more a more robust structural or drainage remedy. **Table 2** below summarizes the point system used to rate and evaluate the structural adequacy of the road section.

Table 2. Structural Adequacy		
Points	% of Structural Distress	Maintenance Demand
20	<5%	Little to none
15-19	5-10%	Minor
12-14	11-15%	Average
8-11	16-20%	Above Average
1-7	>20%	Extreme

Maintenance Demand

The point rating for this characteristic is inversely related to the actual maintenance demand for a particular road section. Consideration is given to all road elements when making this evaluation, including winter maintenance activities, and the rating scale is detailed in **Table 3** below. Gravel roads have been rated 4 as their maintenance needs are relatively 'high' as compared to hard surfaced roads.

Points	Notes
8-10	Low
5-7	Average
3-4	High
1-2	Excessive

3.0 Benchmark Costs and Unit Rates

Benchmark costs are used to calculate estimated project costs by improvement activity type. The unit rates that formulate these estimates have been developed in consultation with Southwold staff and reflect current construction costs experienced by the Township. **Table 4** below lists the various road improvement projects, their associated activity descriptions, assumed quantities and unit costs that have been used in the development of the capital plan. Costs have been inflated by an anticipated consumer price index of 2% compounded in future years to support realistic financial planning.

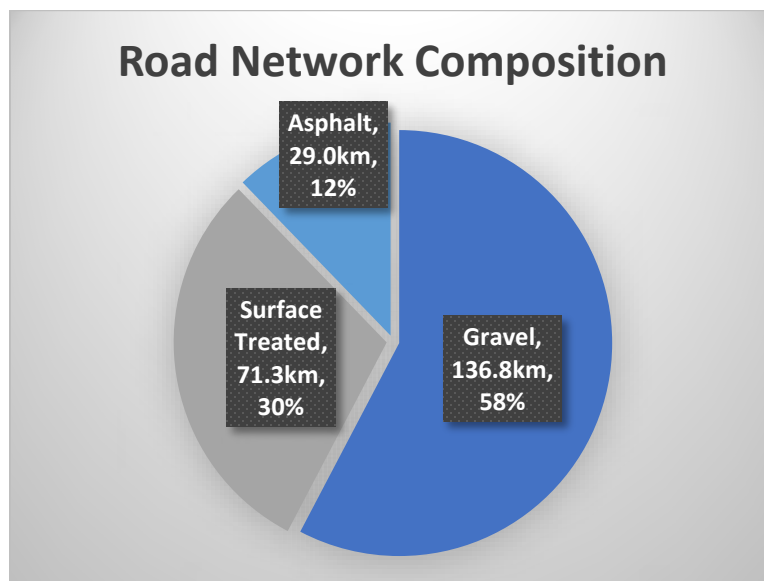
Table 4 - 2024 Road Capital Improvement Cost Unit Rates			
Activity	Activity Code	Activity Description	Unit Rate per km
Gravel Resurfacing	G75mm	Supply and install 75mm Granular 'A'	\$ 39,600.00
Single Surface Treatment (no shouldering)	SST no Shld	Surface Treatment (Class 5 or 6), minor patching	\$ 30,000.00
Microsurfacing or SST plus Gravel Shouldering	SST + Shld	Single Micro or SST + 165t/km Shouldering	\$ 50,775.00
Asphalt Resurfacing (50mm) + shouldering	R1	3.5m lanes -50mm Hot Mix Asphalt (\$115/t) + end joints, minor milling Granular Shouldering (\$30/t) + Driveways + Line Paint	\$ 127,450.00
Milling and Asphalt Resurfacing (50mm)	MR1	3.5m lanes -50mm Hot Mix Asphalt (\$115/t) + end joints Asphalt Milling and Hauling	\$ 152,700.00
Pulverize + Double Surface Treatment	PDST	Pulverize, Grade and Compact (incl. water)	\$ 40,000.00
		50mm Granular A	\$ 30,000.00
		Double Surface Treatment	\$ 56,000.00
			\$ 126,000.00
Pulverize + Asphalt Resurfacing (50mm)	PR1	Pulverize, Grade and Compact (incl. water)	\$ 40,000.00
		50mm Granular A	\$ 30,000.00
		50mm Hot Mix Asphalt (\$115/t)	\$ 117,600.00
		Shouldering + Driveways + Line Paint	\$ 10,000.00
			\$ 197,600.00
Gravel Road Conversion to DST	DST+G	Supply and Install 100mm Granular 'A'	\$ 52,800.00
		Double Surface Treatment	\$ 52,500.00
			\$ 105,300.00
Cold In-Place Recycling + Asphalt Resurfacing	CIP/R1	CIREAM 100mm	\$ 98,000.00
		50mm Hot Mix Asphalt (\$115/t) + Driveways + Line Paint + shouldering	\$ 126,700.00
			\$ 224,700.00
Rural Reconstruction	RREC	Granular A (0.15mx10.5mx2.4x\$30)	\$ 86,400.00
		Granular B (0.45m x 10.5m x 2.4 x \$25)	\$ 216,000.00
		Excavation/Drainage (culverts, ditching, drains)	\$ 100,000.00
		Line Painting, Guide Rail, signage	\$ 25,000.00
		100mm Hot Mix Asphalt (\$115/t)	\$ 225,400.00
		Granular Shouldering (\$30/t)	\$ 21,600.00
		Engineering, utilities, driveways, restoration	\$ 125,000.00
			\$ 799,400.00
Urban Reconstruction	UREC	Excavation / Road Base	\$ 800,000.00
		Milling / Asphalt / Driveways	\$ 500,000.00
		Drainage (Storm Sewers, Curb and Gutter)	\$ 1,450,000.00
		Eng. / Restoration / Utilities / Misc.	\$ 600,000.00
			\$ 3,350,000.00

4.0 Road Network Composition and Condition

The Township of Southwold's road network system is comprised of 244 unique road sections totalling 237.06 centerline kilometres. Each road section has been evaluated considering the presence and severity of its condition distresses, construction history, age and average daily traffic volume. A 'Physical Condition Rating' was derived, utilizing the methodology discussed in Section 2.0.

The Physical Condition Rating uses the same methodologies as the broader *Inventory Manual for Municipal Roads*; however, it assesses only three (3) characteristics: Surface Condition, Structural Adequacy and Maintenance Demand. The resulting analysis has been further defined by surface type (Gravel, Surface Treatment (Low Class Bituminous) and Asphalt (High Class Bituminous)). The distinction in road surface types is necessary to provide a more accurate evaluation of the different asset types that form the road network. For example, asphalt surfaced roads have a longer lifecycle and deteriorate at a slower rate than a surface treated road. While gravel roads have been evaluated with a 'high maintenance demand' scoring to reflect ongoing operational requirements that affects their overall rating. The review and evaluation yielded the following results:

Asphalt Roads (29.0 total kilometres)	– 84/100 (Good Condition)
Surface Treated Rds (71.3 total kilometres)	– 67/100 (Fair to Good Condition)
Gravel Roads (136.8 total kilometres)	– 55/100 (Fair Condition)



5.0 Gravel Roads – Conversion to Hard Surface

Most residents would prefer hard surfaced roads as compared to gravel surfaces. Dirty cars, dust, potholes, poor ride condition, increased vehicle maintenance and safety are common concerns. It can also be perceived that residential property values increase for those who live on paved roads.

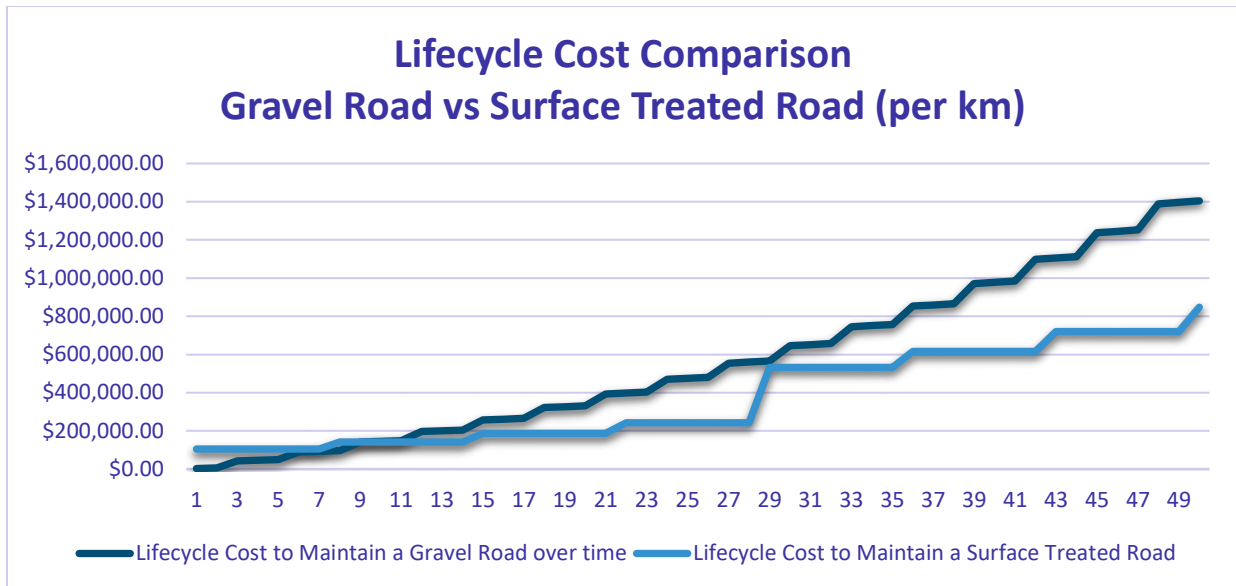
Fifty-eight percent (58%) of the Township's roads are gravel surfaced and have not been improved to a hard surface due to their relatively low usage and the cost of the initial investment necessary to implement that change. There are many factors to consider when deciding when to convert a gravel road to a hard surfaced road, however the most important consideration is to understand how many drivers use that road (average daily traffic volume). Historical Provincial guidelines suggest that gravel roads are not efficient to maintain once traffic volumes exceed 400 vehicles per day. Recent literature suggests that traffic volumes as low as 50 vehicles per day can result in a cost benefit to convert to a hard surface.

Prudent asset management philosophy is to maintain good roads in good condition as this strategy creates a robust road network that can be maintained at the lowest lifecycle cost while providing the greatest level of service to residents. This is especially true with gravel roads. In order to maintain gravel roads in optimal condition, regular maintenance operations are necessary which includes grading, spot improvements and the application of dust suppressant. Each year it can also be assumed that 25mm of gravel is lost from the road surface from traffic, rain, dust, grading and winter control activities. Therefore, in addition to regular maintenance, ongoing gravel resurfacing investment (typically 75mm every 3 years) is also required. These collective costs are significant and can exceed the cost to convert a gravel road to a hard surfaced road over time.

Table 5 below illustrates typical costs to maintain one kilometre of gravel road compared to the cost to convert and maintain a low class bituminous surface (surface treatment). This analysis utilizes current labour, equipment and material costs experienced by the Township to maintain gravel roads and inflates costs by 2% annually to account for inflation. The surface treatment conversion and maintenance assumptions also utilize current construction costs, single resurfacing every 7 years (pulverize, gravel and double surface treatment at year 29) and inflates those costs by 2% annually for inflation. The table below (until year 30) shows the cost of conversion to surface treatment to become cost effective at year 10 (highlighted). The graph below projects costs to year 50 to illustrate a continued cost savings.

Table 5 – Typical Lifecycle Cost Comparison (Gravel vs Surface Treatment)

Year	Annual Cost for Gravel Road Maintenance	Cost to Install 75mm Gravel every 3 years	Lifecycle Cost to Maintain a Gravel Road over time	Cost for simple Surface Treatment Conversion	Lifecycle Cost to Maintain a Surface Treated Road
1	3101.95		\$3,101.95	\$105,300.00	\$105,300.00
2	3163.98		\$6,265.93		\$105,300.00
3	3227.26	33806.24	\$43,299.44		\$105,300.00
4	3291.81		\$46,591.25		\$105,300.00
5	3357.65		\$49,948.89		\$105,300.00
6	3424.80	36940.99	\$90,314.69		\$105,300.00
7	3493.30		\$93,807.98		\$105,300.00
8	3563.16		\$97,371.14	\$36,896.22	\$142,196.22
9	3634.42	40366.42	\$141,371.99		\$142,196.22
10	3707.11		\$145,079.10		\$142,196.22
11	3781.25		\$148,860.35		\$142,196.22
12	3856.88	44109.48	\$196,826.71		\$142,196.22
13	3934.02		\$200,760.73		\$142,196.22
14	4012.70		\$204,773.43		\$142,196.22
15	4092.95	48199.62	\$257,065.99	\$45,377.69	\$187,573.91
16	4174.81		\$261,240.81		\$187,573.91
17	4258.31		\$265,499.11		\$187,573.91
18	4343.47	52669.02	\$322,511.61		\$187,573.91
19	4430.34		\$326,941.95		\$187,573.91
20	4518.95		\$331,460.90		\$187,573.91
21	4609.33	57552.86	\$393,623.09		\$187,573.91
22	4701.52		\$398,324.61	\$55,808.84	\$243,382.74
23	4795.55		\$403,120.15		\$243,382.74
24	4891.46	62889.57	\$470,901.18		\$243,382.74
25	4989.29		\$475,890.46		\$243,382.74
26	5089.07		\$480,979.53		\$243,382.74
27	5190.85	68721.13	\$554,891.52		\$243,382.74
28	5294.67		\$560,186.19		\$243,382.74
29	5400.56		\$565,586.75	\$288,278.89	\$531,661.63
30	5508.57	75093.43	\$646,188.76		\$531,661.63



This simple example illustrates that it can be cost effective to convert gravel roads to surface treated roads and they can begin to realize a cost savings within 10 year's time. However, it should be noted that a simple conversion is not reconstruction. Other road improvements that were required prior to converting to a hard surface would remain to be completed. These considerations include adequate base structure, sub-base drainage (depth of ditch invert), drainage infrastructure (culverts and adequate outlets) and road geometry.

When a gravel road is converted to a hard surface it can be assumed that vehicle operating speeds will increase since drivers tend to travel at speeds they feel safe and comfortable travelling at. Therefore, any geometrical, roadside hazard and sight line deficiencies can pose a greater risk to drivers (less reaction time + greater energy impact potential). Therefore, prior to conversion, the gravel road candidate should be reviewed in greater detail. At a minimum, improvements such as the installation of road warning signage as recommended by the Ontario Traffic Manual should be completed to provide drivers with important information about the road.

5.1 Recommended Gravel Road Conversions

Existing gravel roads with average daily traffic volumes greater than 100 have been selected as candidates for conversion to surface treated roads within the recommended capital plan. In addition to these candidate roads, other road sections with less traffic (greater than 75 ADT) have also been included if they provide a connection to other hard surface roads, are isolated and/or at a greater distance from the works yard location in the Village of Fingal which would make gravel road maintenance inefficient.

In total **62.9 kilometres** of gravel roads are recommended to be converted to surface treatment within the next 10 years. This would leave 73.5 kilometres of roads remaining as gravel roads at that time. It is recommended that as anticipated growth and development occurs in an around the Township over then next 5 years, traffic volumes should be carefully reviewed to determine if additional roads would benefit from conversion to surface treatment. **Table 6** below lists the gravel road sections recommended to be converted to surface treatment within the recommended capital plan. **Appendix 'B'** includes maps that illustrate recommended gravel road sections to be converted in the plan and the roads that will remain as gravel surfaces.

Table 6 - Gravel Roads Recommended to be Converted to Surface Treatment

ROAD SECTION	Street Name	Location (From)	Location (To)	Length from Citywide (m)	Project Year	Estimated Project Cost (2025)
38C	Scotch Line	Jones Road	Boxall Road	2556	2027	\$ 269,147
38B	Scotch Line	Fingal Line	Jones Road	2406	2027	\$ 253,352
80B	Southdel Drive	West End	Magdala Road	1910	2027	\$ 201,123
80C	Southdel Drive	Magdala Road	Ballpark Road	638	2027	\$ 67,181
80D	Southdel Drive	Ballpark Road	Fairgrounds Road	1387	2027	\$ 146,051
17E	Southminster Bourne	Sunset Road	Wonderland Road	2036	2027	\$ 214,391
12	McIntyre Road	Union Road	Stafford Line	310	2029	\$ 32,643
13D	Stafford Line	Morrow Road	Oneida Road	392	2029	\$ 41,278
13C	Stafford Line	McIntyre Road	Morrow Road	1201	2029	\$ 126,465
13B	Stafford Line	Union Road	McIntyre Road	359	2029	\$ 37,803
13E	Stafford Line	Oneida Road	Mill Road	2068	2029	\$ 217,760
13A	Stafford Line	Fifth Line	Union Road	716	2029	\$ 75,395
15A	Woodplant Road	Southminster Bou	Clinton Line	1442	2029	\$ 151,843
15B	Woodplant Road	Clinton Line	Longhurst Line	435	2029	\$ 45,806
76A	Mellor Road	Fruit Ridge Line	351 M North of Fr	351	2030	\$ 36,960
69A	Middle River Road	Bush Line	John Wise Line	1558	2030	\$ 164,057
69C	Middle River Road	Fulton Bridge Lin	Begg Road	662	2030	\$ 69,709
69B	Middle River Road	Begg Road	John Wise Line	1356	2030	\$ 142,787
69F	Middle River Road	North of Munro Li	Mill Road	1078	2030	\$ 113,513
69D	Middle River Road	Goodhue Road	Fulton Bridge Line	620	2030	\$ 65,286
69E	Middle River Road	Mill Road	Goodhue Road	535	2030	\$ 56,336
35H	Mill Road	Fingal Line	Bush Line	2025	2030	\$ 213,233
35G	Mill Road	Fingal Line	Blind Line	2063	2030	\$ 217,234
35F	Mill Road	Talbot Line	Blind Line	2063	2030	\$ 217,234
68B	Begg Road	John Wise Line	Middle River Road	2337	2031	\$ 246,086
65	Cattanach Line	Coon Road	End	756	2031	\$ 79,607
72C	Coon Road	Scotch Line	Cattanach Line	439	2031	\$ 46,227
72B	Coon Road	Cattanach Line	Union Road	1380	2031	\$ 145,314
4D	Second Line	Union Road	Magdala Road	1179	2031	\$ 124,149
4B	Second Line	Plain Road	Turner Road	2718	2031	\$ 286,205
4A	Second Line	Iona Road	Plain Road	2728	2031	\$ 287,258
4C	Second Line	Turner Road	Union Road	1222	2031	\$ 128,677
73	Smith Road	Union Road	Munro Line	1379	2031	\$ 145,209
53D	Lyle Road	Fingal Line	Bush Line	2027	2032	\$ 213,443
53B	Lyle Road	Talbot Line	Blind Line	1825	2032	\$ 192,173
53C	Lyle Road	Blind Line	Fingal Line	2041	2032	\$ 214,917
2A	First Line	Iona Road	Routh Road	1494	2033	\$ 157,318
2B	First Line	Routh Road	Plain Road	1220	2033	\$ 128,466
62	Jones Road	Lake Line	Scotch Line	1377	2033	\$ 144,998
61B	Lake Line	Jones Road	Boxall Road	3228	2033	\$ 339,908
61A	Lake Line	Iona Road	Jones Road	1570	2033	\$ 165,321
3	Plain Road	First Line	Second Line	1379	2033	\$ 145,209
1A	Routh Road	1078 M North of F	Town Limit	1720	2033	\$ 181,116
1B	Routh Road	First Line	1078 M North of Fi	1078	2033	\$ 113,513

5.2 Gravel Road Maintenance

The Township will continue to own and maintain gravel roads for the foreseeable future. The current 136.8 kilometres of gravel roads will be systematically reduced as conversions to hard surface occur throughout the implementation of the recommended capital plan and 73.5 kilometres of gravel roads will remain after 10 year's time.

As candidate roads get converted to surface treatment over the next decade, a decreasing number of gravel roads will still have to be maintained. These roads will require periodic gravel resurfacing to replenish the 25mm of gravel anticipated to be lost annually. To accommodate these costs, the proposed capital plan recommends an annual investment of \$1,100,000 to resurface gravel roads for the first 5 years (2025-2029) and then \$700,000 annually for the later 5 years (2030-2034) of the plan. This value is calculated using labour, equipment and material rates experienced by the Township and is inflated by 2% annually over the duration of the plan (\$39,600 per kilometre to install 75mm of Granular 'A', inflated by 2% annually). This cost assumes that each road section will receive 2 resurfacings (75mm x 2) over the next decade (once every 5 years). Although this is less than the best practice of installing 25mm per year (or once every 3 years), the majority of these road sections have low traffic volumes (<75 vehicles per day) and a lessor level of service can be justified.

This recommended investment is sufficient to resurface an average of 20 kilometres of gravel roads annually. Township staff should prioritize gravel resurfacing of roads based on grader operator feedback, who can best assess the quality and quantity of existing gravel on roads as they perform regular maintenance as well as identify specific areas of concern (standing water, base failures, etc.). Road sections that are scheduled to be converted in the near term can be deferred since the surface treatment conversion activity installs 100mm of gravel prior to placing a double surface treatment - unless there is an extraordinary circumstance to resurface with gravel on schedule (i.e. additional road base required to raise the road platform and/or provide additional structure).

6.0 Sidewalks

Sidewalks were inspected for visual defects in June, 2024 in the following communities within the Township of Southwold: Talbotville, Fingal, Shedden, Lawrence Station and Ferndale. The condition rating is based on a modified PASER rating by HWC Engineering as provided by the Township of Southwold. Visual rating scales are shown below:



There are 75 sections of sidewalk with an approximate total length of 9.63km. The average sidewalk condition rating for the Township is 6.3 with general defects including scaling, spalling and hairline to medium sized cracking. **Table 7** details priority replacement sections identified during the inspection. Sidewalk condition ratings for each area are shown in **Figures 1 through 5** below:

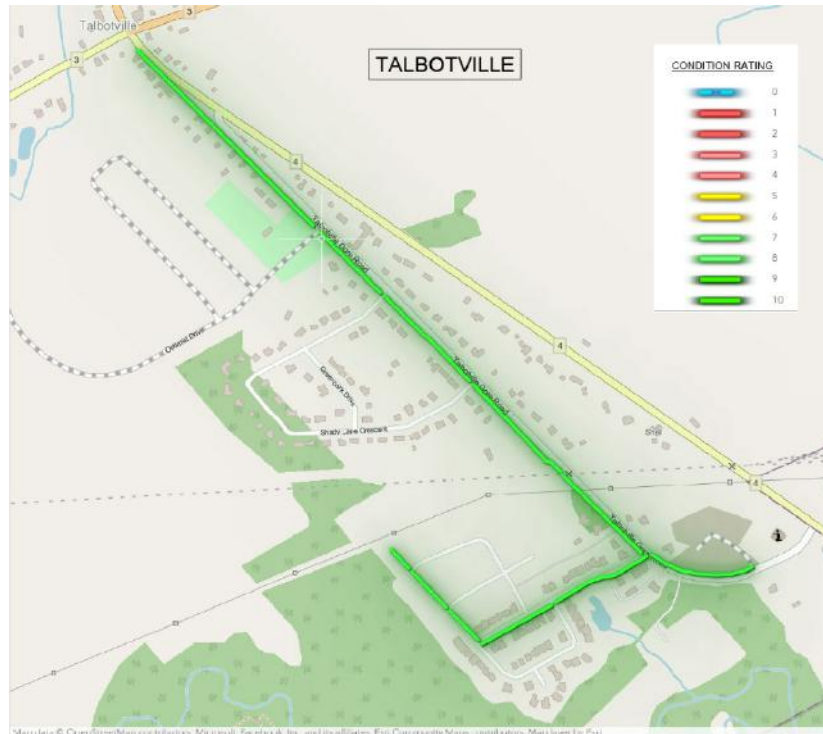


Figure 3: Talbotville Sidewalk Condition Rating Map



Figure 4: Shedden Sidewalk Condition Rating Map



Figure 5: Fingal Sidewalk Condition Rating Map

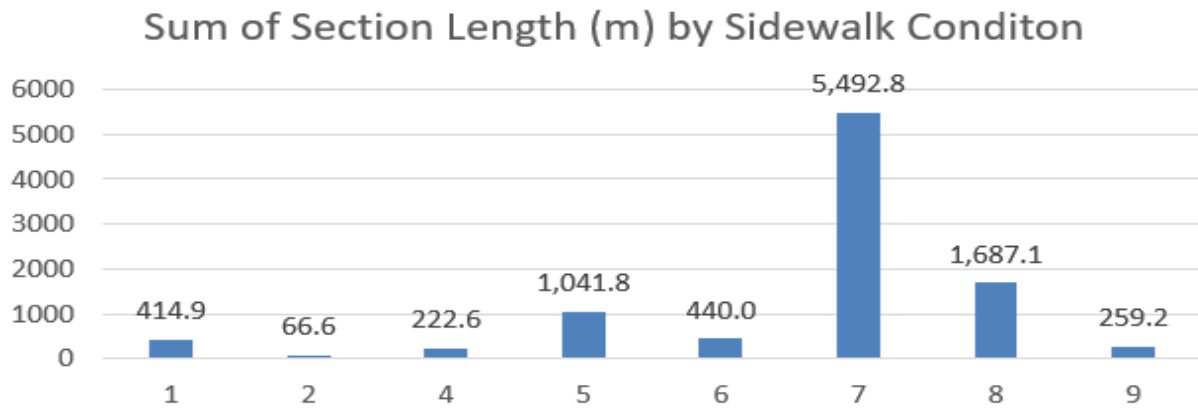


Table 7 - Sidewalk Priority Sections

Road Section	Road To	Road From	Rating	Width	Section Length (m)	Notes
ORCHARD STREET	Union Road	John Street	5	1.1	81.5	1.1m wide. Asphalt patch. 2 Trip ledge more than 20mm. General scaling and pop outs. Few medium cracks.
JOHN STREET	Brook Street	Orchard Street	5	1.1	87.0	1.1m wide. 3 trip ledge at 9654. Several medium sized cracks. Spalling and scaling present
JOHN STREET	Elizabeth Street	Orchard Street	5	1.1	230.7	Several medium cracks. 2 trip ledges over 20mm. General scaling, minor cracking and pop outs
WAUGH STREET	Union Road	55m East on Waugh Street	5	0.9	55.2	0.9m wide. General scaling and minor cracking. Sections overgrown with brush and grass. 1 trip ledge at 35854
TALBOT LINE	Union Road	John Street	6	1.2	87.7	1.2m wide. General scaling. 1 trip ledge at 35847. Few wide cracks
JOHN STREET	Orchard Street	Talbot Line	5	1.1	147.2	Trip ledge at 9628. 1.1m wide overall. General minor cracking and spalling and pop outs. 3m of wide cracking. Trip ledge 9590.
JOHN STREET	Orchard Street	Talbot Line	6	1.1	152.1	Medium scaling and spalling in several panels. 1.1m wide. Several medium sized cracks. Trip ledge at 9613 and at 9615
UNION ROAD	Orchard Street	76m North on Union Road	6	1.1	75.6	1.1m width. Spalling and pop outs. Vertical trip ledge more than 20mm. 6 medium size cracks
UNION ROAD	Fingal Line	348m South of Fingal Line	7	1.2	350.1	Trip ledge at 7836. 2 trip ledges near intersection near hydrant. Several wide cracks with spalling. Minor scaling. 1.2m wide.
FINGAL LINE	Glassgow Street	84m West on Fingal Line	7	1.5	88.8	Trip ledge at 35690. Few medium cracks with spalling. Trip ledge at 35706
CHURCH STREET	156m North of Fingal Line	Fingal Line	7	0.9	153.4	0.9m wide. Several medium size cracks with spalling. General scaling. Trip ledge across from 7978
MAJOR LINE	Florence Street	North Street	7	1.2	229.3	1.2m wide. Trip ledge at 41518. Trip ledge at 41534. General scaling. Several medium cracks.
NORTH STREET	James Street	Major Line	7	1.2	79.2	Trip ledge at North and major. Couple Medium crack with spalling.
NORTH STREET	Florence Street	James Street	7	1.2	135.6	1.2 m wide. Heave at 41842. Trip ledge at 41837 due to tree. Trip ledge at 41829.
FLORENCE STREET	North Street	James Street	7	1.2	133.2	1.2 wide. General scaling. Few pop outs. Cracked panel with large chunk missing at 10020. Trip ledge at 10014.
JAMES STREET	Florence Street	North Street	7	1.2	138.7	1.2m wide. General scaling. Few medium cracks. Few panels with chunks missing. 2 Trip ledge around 41858 perimeter.
TALBOTVILLE GORE ROAD	Sunset Road	Optimist Drive	7	1.5	546.5	1.5m wide. Trip ledge at 10601. Several wide cracks with spalling. Some scaling. Trip ledge at south end of 10445
JOHN STREET	Brook St	Elizabeth St	4	1.1	112.8	1.1m wide. 2 trip ledges at 9712 and 1 near 9688. Few pop out and general spalling. 70% grass coverage on portion

Sidewalk Network Commentary

Sections where sidewalks have overgrown and show no signs of usage should be replaced or removed. Where the sidewalk condition rating is 1 (failed), these should be prioritized and replaced as soon as possible. Sidewalks less than 1.5 meters wide or less than 1.8m adjacent to curbs should be replaced in 1-5 years. A complete list of the sidewalk network inventory and condition rating is available in **Appendix 'C'**.

The table below lists sidewalk sections that are in poor condition and have no particular pedestrian connection or destination and are therefore recommended to be removed.

Sidewalk Removals

Road Section	Road To	Road From	Sidewalk Condition	Section Width (m)	Section Length (m)
THIRD LINE	William Street	35m East on Third Line	1	N/A	35.3
THIRD LINE	50m East of William St	160m East of William St	8	1.5	107.6
THIRD LINE	30m East of William St	46m East of William St	1	N/A	16.2
THIRD LINE	46m West of William St	22m East of William St	1	N/A	66.3
THIRD LINE	53m West of William St	161m West of William St	1	N/A	108.6
ARGYLE STREET	Fingal Line	38m North of Fingal Line	1	N/A	37.5
MILLPARK STREET	Fowler Street	Fingal Line	1	N/A	151.1

It is recommended that the Township invest \$54,000 annually for sidewalk replacements based on a 40-year life cycle (Source: Federation of Canadian Municipalities). This value has been included in the capital plan and inflated by 2% annually.

Replacement Cost Equation =

$$\left(\frac{\text{total meters of sidewalk}}{\text{life cycle}} \right) \times 1.5m \text{ width} \times \$150m^2 \text{ replacement cost}$$

It is also recommended that the Township inspect their sidewalks on an annual basis in accordance with O. Reg. 239/02: Minimum Maintenance Standards for Municipal Highways. Sidewalks were not reviewed for compliance with the Accessibility for Ontarians with Disabilities Act (AODA, 2005).

7.0 10-Year Capital Plan

The recommended 10-Year Capital Plan has been developed considering and incorporating the following information and strategies:

- Condition review and rating
- Construction history
- Most current average daily traffic counts
- Anticipating future area growth and needs
- Reuse of existing road materials, where feasible
- Preserving assets to extend useful life
- Typical construction improvement methods and costs experienced by Southwold
- Utilizing an anticipated 2% annual compound inflation rate
- Maintaining existing approved capital project schedule to coincide with other planned initiatives
- Input from Township staff

Figure 6 below (table and graph) provides the proposed annual investment funding summary, which yields a total 10-year investment value of \$32.07M, **averaging \$3,207,666 annually.**

Figure 6 – 10-Year Capital Plan Summary

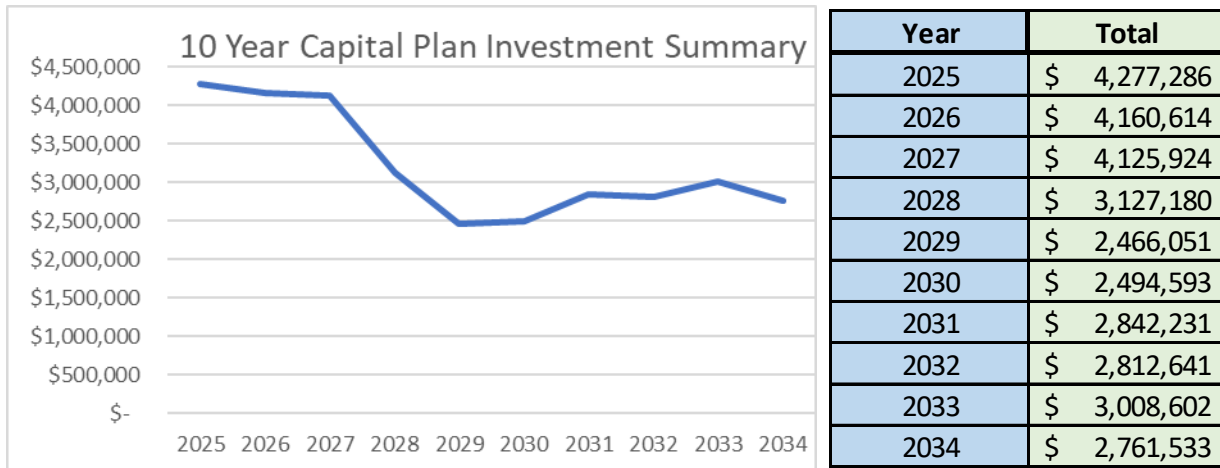
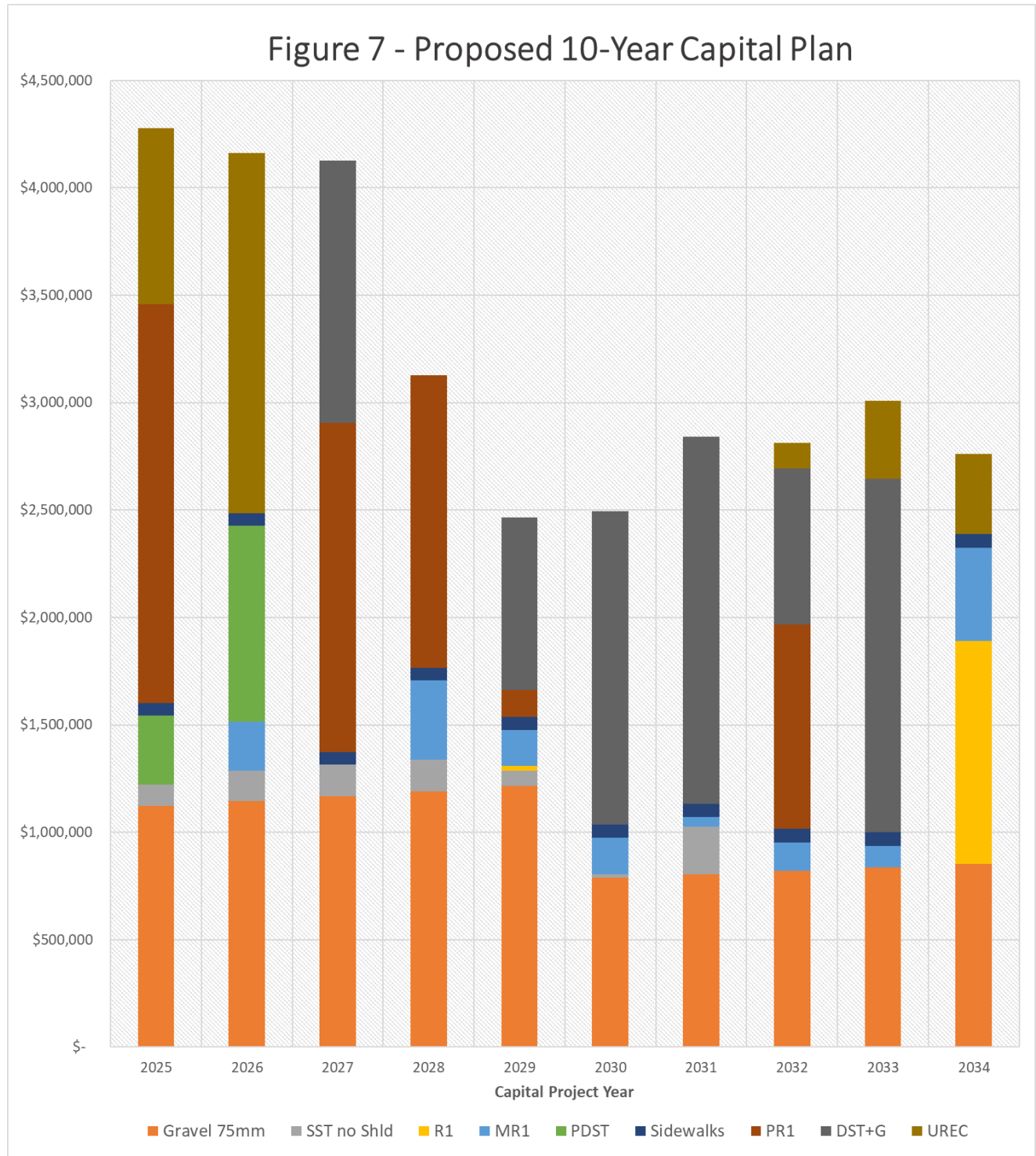


Figure 7 below presents annual spending by proposed asset improvement activity type. Activity code definitions (i.e. DST+G) and their corresponding work scope and unit rates are provided in Section 3.0 – Benchmark Costs and Unit Rates.



7.1 Annual Investments by Improvement Activity

Table 8 below illustrates proposed annual spending by project activity category. Projected costs include an assumed 2% compound annual inflation rate beginning in 2025. Project activity codes, scope and unit rates are defined in Section 3.0.

Table 8 - Project Activity (Costs include Inflation)									
Year	Gravel 75mm	SST no Shld	R1	MR1	PDST	Sidewalks	PR1	DST+G	UREC
2025	\$ 1,122,000	\$ 100,368	\$ -	\$ -	\$ 322,457	\$ 55,080	\$ 1,857,302	\$ -	\$ 820,080
2026	\$ 1,144,440	\$ 141,453	\$ -	\$ 228,260	\$ 913,831	\$ 56,182	\$ -	\$ -	\$ 1,676,449
2027	\$ 1,167,329	\$ 148,389	\$ -	\$ -	\$ -	\$ 57,305	\$ 1,531,191	\$ 1,221,710	\$ -
2028	\$ 1,190,675	\$ 148,596	\$ -	\$ 366,773	\$ -	\$ 58,451	\$ 1,362,684	\$ -	\$ -
2029	\$ 1,214,489	\$ 72,671	\$ 22,233	\$ 166,726	\$ -	\$ 59,620	\$ 125,446	\$ 804,866	\$ -
2030	\$ 788,314	\$ 15,507	\$ -	\$ 170,061	\$ -	\$ 60,813	\$ -	\$ 1,459,899	\$ -
2031	\$ 804,080	\$ 223,063	\$ -	\$ 42,974	\$ -	\$ 62,029	\$ -	\$ 1,710,084	\$ -
2032	\$ 820,162	\$ -	\$ -	\$ 132,395	\$ -	\$ 63,270	\$ 952,010	\$ 727,053	\$ 117,752
2033	\$ 836,565	\$ -	\$ -	\$ 98,910	\$ -	\$ 64,535	\$ -	\$ 1,644,268	\$ 364,324
2034	\$ 853,296	\$ -	\$ 1,035,791	\$ 435,010	\$ -	\$ 65,826	\$ -	\$ -	\$ 371,610

Recommended project activities are determined based upon road use, condition and incorporate a lifecycle value approach. Some recommended investments may have an initial higher cost than other options and are purposely chosen since they provide a greater value over the investment lifecycle. For example, pulverizing, adding 50mm of granular 'A' and applying a double surface treatment (PDST) is less expensive than pulverizing, adding 50mm of granular 'A' and placing 50mm of hot mix asphalt (PR1), however, the later option is anticipated to last twice the amount of time thereby reducing the annual lifecycle cost. Additionally, asphalt pavement provides strength to the pavement structure (50mm of hot mix asphalt is equivalent to 100mm of granular 'A') and thereby will support greater axle loading. Raising road platforms has further benefits of aiding roadside ditches to convey stormwater, drain the road sub-base and provide snow storage.

It is prudent to coordinate urban reconstruction projects when water and wastewater servicing projects are completed, likely triggered by development needs. Water and wastewater servicing costs are not included in these figures. Therefore, the investment schedule presented may require revision to coincide with development servicing.

Alternative urban road reconstruction designs that utilize semi-urban cross sections, grassed swales and driveway culverts (as currently exist in some areas) instead of

installing curb and gutter with underground drainage systems may be considered at a significantly reduced cost where appropriate.

Annual gravel road resurfacing investments are discussed in Section 5.2 of this report. The recommended annual gravel resurfacing budget is \$1,100,000 for the first 5 years (2025-2029) and then \$700,000 annually for the later 5 years (2030-2034) of the plan. These costs are included in the plan.

Annual recommended sidewalk investments are discussed in Section 6 of this report. It is recommended that the Township invest \$54,000 annually for sidewalk replacements based on a 40-year life cycle. These costs are included in the plan.

7.2 New Roads

It should also be noted that the Township has 7.14 kilometres of new subdivision roads that have either been recently commissioned and adopted by the Township or will be adopted in the near future. These roads are built to current design standards and it is not anticipated that any investment is required over the duration of this plan. It is recommended that a Roads Needs Study be updated within 5 year's time in order to identify future needs on these new road sections. Regular updates to this study will also ensure that the Township's priorities are identified with respect to needs resulting from anticipated growth in the region.

7.3 Drainage

The most important factor determining the longevity and performance of a road is drainage. Without adequate drainage, road investments will not perform as expected and result in higher lifecycle costs to maintain the road network. Some road sections reviewed would benefit from improved ditching and adequate outlets. **Appendix 'B'** identifies locations that would benefit from improved drainage. It recommended that regular ditch maintenance activities occur and coincide with road capital investment planning. The photo below depicts a typical example of a road section with substandard drainage. Shallow ditches prohibit water from shedding the surface and road base resulting in increased maintenance costs.



Substandard Ditching - Scotch Line west of Boxall Road

Road surface treatments have lower performance and service life if the road has substandard drainage. The photo below depicts road base distresses indicative of inadequate drainage resulting in ongoing repair costs.



Substandard Ditching - Scotch Line west of Coon Road

7.4 Annual Road Capital Plans

Appendix 'A' lists projects for each year of the proposed 10-Year Capital Plan. In practice, the timing and scope of the projects identified in the later half of the plan (2030-2034) may change, and, therefore, it is recommended that an updated Road Needs Study and Capital Plan be completed before 2030 to ensure the planned investments remain current with the Township of Southwold's priorities and reflect current growth and development conditions that affect the road network.

7.5 GIS Mapping

Appendix 'B' provides a number of maps created in ArcGIS that showcase the annual capital planned works, planned conversions of gravel roads, remaining gravel road sections and drainage maintenance locations as detailed in the report.

8.0 Concluding Remarks

This report has been prepared for the exclusive use of the Township of Southwold to complete a Road Needs Study. Its discussions and conclusions are summary in nature and cannot be properly used, interpreted or extended to other purposes without a detailed understanding and discussion with the author as to its mandated purpose, scope and limitations. This report was prepared for the sole benefit and use of the Township of Southwold and may not be used or relied on by any other party without the express written consent of C.D. Watters Engineering Ltd.

To the extent that this report is based on information supplied by other parties, C.D. Watters Engineering Ltd. accepts no liability for any loss or damage suffered by the client, whether through contract or tort, stemming from any conclusions based on data supplied by parties other than C.D. Watters Engineering Ltd. and used by C.D. Watters Engineering Ltd. in preparing this report.

Clayton Watters, P.Eng., MBA

President, C.D. Watters Engineering Ltd.

APPENDIX 'A' – Ten Year Capital Plan

2025 Capital Plan

(excluding Gravel Resurfacing and Sidewalk Replacements)

ROAD SECTION	Street Name	Location (From)	Location (To)	Length from Citywide (m)	Proposed Work	Project Year	Estimated Project Cost (2025)
68A	Begg Road	John Wise Line	Bush Line	446	PDST	2025	\$ 56,196
60F	Bush Line	Oneida Road	Ashmore Road	669	PR1	2025	\$ 132,194
60G	Bush Line	Ashmore Road	Mill Road	1390	PR1	2025	\$ 274,664
60D	Bush Line	Boxall Road	Munro Line	693	PR1	2025	\$ 136,937
60C	Bush Line	Union Road	Boxall Road	835	PR1	2025	\$ 164,996
60E	Bush Line	Munro Line	Oneida Road	588	PR1	2025	\$ 116,189
25B	Elizabeth Street	Union Road	94 M E of Union R	94	UREC	2025	\$ 804,000
36A	John Wise Line	Longhurst Line	Talbot Line	2075	PR1	2025	\$ 410,020
8A	Magdala Road	Second Line	Southdel Drive	1615	PR1	2025	\$ 319,124
8B	Magdala Road	Second Line	Third Line	1350	PR1	2025	\$ 266,760
10B	Parson Road	Fourth Line	Longhurst Line	1240	SST no Shld	2025	\$ 37,200
10A	Parson Road	Fourth Line	Southminster Street	2040	SST no Shld	2025	\$ 61,200
77	Thomas Road	Union Road	Union Road	2063	PDST	2025	\$ 259,938

2026 Capital Plan

(excluding Gravel Resurfacing and Sidewalk Replacements)

ROAD SECTION	Street Name	Location (From)	Location (To)	Length from Citywide (m)	Proposed Work	Project Year	Estimated Project Cost (2025)
58A	Ford Road	McBain Line	Talbot Line	1331	SST no Shld	2026	\$ 39,930
58B	Ford Road	Wellington Road	McBain Line	795	MR1	2026	\$ 219,397
43A	Fowler Street	Millpark Street	Union Road	87	UREC	2026	\$ 291,450
81	Grand Canyon Rd	Lake Line	End	742	SST no Shld	2026	\$ 22,260
35A	Mill Road	Southdel Drive	Third Line	1380	SST + Shld	2026	\$ 70,070
35B	Mill Road	Third Line	Fourth Line	1392	SST + Shld	2026	\$ 70,679
35C	Mill Road	Fourth Line	Longhurst Line	996	SST + Shld	2026	\$ 50,572
35D	Mill Road	Longhurst Line	Stafford Line	358	SST + Shld	2026	\$ 18,177
35E	Mill Road	Stafford Line	Talbot Line	1710	SST + Shld	2026	\$ 86,825
44B	Millpark Street	Fowler Street	End	236	UREC	2026	\$ 790,600
44A	Millpark Street	Fingal Line	Fowler Street	158	UREC	2026	\$ 529,300
37	Paynes Mills Road	Longhurst Line	Talbot Line	2052	PDST	2026	\$ 258,552
38E	Scotch Line	Coon Road	Lake Line	2390	PDST	2026	\$ 301,140
38D	Scotch Line	Boxall Road	Coon Road	2529	PDST	2026	\$ 318,654
4E	Second Line	Magdala Road	Mill Road	2459	SST no Shld	2026	\$ 73,770

2027 Capital Plan (excluding Gravel Resurfacing and Sidewalk Replacements)

ROAD SECTION	Street Name	Location (From)	Location (To)	Length from Citywide (m)	Proposed Work	Project Year	Estimated Project Cost (2025)
14A	Longhurst Line	Mill Road	John Wise Line	2128	PR1	2027	\$ 420,493
14E	Longhurst Line	Woodplant Road	Sunset Road	2082	PR1	2027	\$ 411,403
14D	Longhurst Line	Parson Road	Woodplant Road	1494	PR1	2027	\$ 295,214
14B	Longhurst Line	John Wise Line	Paynes Mills Road	1281	PR1	2027	\$ 253,126
14C	Longhurst Line	Paynes Mills Road	Parson Road	317	PR1	2027	\$ 62,639
38C	Scotch Line	Jones Road	Boxall Road	2556	DST+G	2027	\$ 269,147
38B	Scotch Line	Fingal Line	Jones Road	2406	DST+G	2027	\$ 253,352
80B	Southdel Drive	West End	Magdala Road	1910	DST+G	2027	\$ 201,123
80C	Southdel Drive	Magdala Road	Ballpark Road	638	DST+G	2027	\$ 67,181
80D	Southdel Drive	Ballpark Road	Fairgrounds Road	1387	DST+G	2027	\$ 146,051
80E	Southdel Drive	Fairgrounds Road	Mill Road	1393	SST no Shld	2027	\$ 41,790
80F	Southdel Drive	Mill Road	Carriage Road	1378	SST no Shld	2027	\$ 41,340
80G	Southdel Drive	Carriage Road	Third Line	1890	SST no Shld	2027	\$ 56,700
17E	Southminster Bourne	Sunset Road	Wonderland Road	2036	DST+G	2027	\$ 214,391

2028 Capital Plan (excluding Gravel Resurfacing and Sidewalk Replacements)

ROAD SECTION	Street Name	Location (From)	Location (To)	Length from Citywide (m)	Proposed Work	Project Year	Estimated Project Cost (2025)
42	Argyle Street	Lanark Street	Fingal Line	207	MR1	2028	\$ 31,609
60H	Bush Line	Mill Road	John Wise Line	2103	PR1	2028	\$ 415,553
60K	Bush Line	Lyle Road	Middle River Road	1827	PR1	2028	\$ 361,015
60J	Bush Line	Middle River Road	Begg Road	1587	PR1	2028	\$ 313,591
60L	Bush Line	Lyle Road	Reiger Road	546	PR1	2028	\$ 107,890
60I	Bush Line	John Wise Line	Begg Road	308	PR1	2028	\$ 60,861
90C	Florence Street	Major Line	End	256	MR1	2028	\$ 39,091
90A	Florence Street	North Street	James Street	153	MR1	2028	\$ 23,363
90B	Florence Street	James Street	Major Line	85	MR1	2028	\$ 12,980
75B	Fulton Bridge Line	Middle River Road	Mellor Road	1035	SST no Shld	2028	\$ 31,050
47	Inverness Street	Lanark Street	Fingal Line	218	MR1	2028	\$ 33,289
41A	Lanark Street	Union Road	Inverness Street	200	MR1	2028	\$ 30,540
41B	Lanark Street	Inverness Street	Argyle Street	100	MR1	2028	\$ 15,270
91A	Major Line	North Street	McBain Line	69	MR1	2028	\$ 10,536
91B	Major Line	Florence Street	North Street	243	MR1	2028	\$ 37,106
91C	Major Line	Ford Road	Florence Street	68	MR1	2028	\$ 10,384
91D	Major Line	964 M NE of Sun	Ford Road	620	MR1	2028	\$ 94,674
76C	Mellor Road	Fulton Bridge Line	End	773	SST no Shld	2028	\$ 23,190
76B	Mellor Road	Fulton Bridge Line	Fruit Ridge Line	266	SST no Shld	2028	\$ 7,980
35I	Mill Road	Bush Line	Middle River Road	2502	SST no Shld	2028	\$ 75,060

2029 Capital Plan (excluding Gravel Resurfacing and Sidewalk Replacements)

ROAD SECTION	Street Name	Location (From)	Location (To)	Length from Citywide (m)	Proposed Work	Project Year	Estimated Project Cost (2025)
89	James Street	Florence Street	North Street	158	R1	2029	\$ 20,137
71A	McBain Line	Ford Road	Major Line	434	PR1	2029	\$ 85,758
71B	McBain Line	Major Line	Wellington Road	141	PR1	2029	\$ 27,862
12	McIntyre Road	Union Road	Stafford Line	310	DST+G	2029	\$ 32,643
88A	North Street	James Street	Major Line	88	MR1	2029	\$ 13,438
88B	North Street	Florence Street	James Street	157	MR1	2029	\$ 23,974
88C	North Street	Florence Street	End	95	MR1	2029	\$ 14,507
19	Shorlea Line	Wonderland Road	Wellington Road	2194	SST no Shld	2029	\$ 65,820
13D	Stafford Line	Morrow Road	Oneida Road	392	DST+G	2029	\$ 41,278
13C	Stafford Line	McIntyre Road	Morrow Road	1201	DST+G	2029	\$ 126,465
13B	Stafford Line	Union Road	McIntyre Road	359	DST+G	2029	\$ 37,803
13E	Stafford Line	Oneida Road	Mill Road	2068	DST+G	2029	\$ 217,760
13A	Stafford Line	Fifth Line	Union Road	716	DST+G	2029	\$ 75,395
15A	Woodplant Road	Southminster Bol	Clinton Line	1442	DST+G	2029	\$ 151,843
15B	Woodplant Road	Clinton Line	Longhurst Line	435	DST+G	2029	\$ 45,806

2030 Capital Plan (excluding Gravel Resurfacing and Sidewalk Replacements)

ROAD SECTION	Street Name	Location (From)	Location (To)	Length from Citywide (m)	Proposed Work	Project Year	Estimated Project Cost (2025)
31	Hall Street	Talbot Line	Horton Street	101	MR1	2030	\$ 35,423
32A	Horton Street	Hall Street	Union Road	120	MR1	2030	\$ 38,324
32B	Horton Street	Hall Street	End	104	MR1	2030	\$ 35,881
76A	Mellor Road	Fruit Ridge Line	351 M North of Fr	351	DST+G	2030	\$ 36,960
69A	Middle River Road	Bush Line	John Wise Line	1558	DST+G	2030	\$ 164,057
69C	Middle River Road	Fulton Bridge Lin	Begg Road	662	DST+G	2030	\$ 69,709
69B	Middle River Road	Begg Road	John Wise Line	1356	DST+G	2030	\$ 142,787
69F	Middle River Road	North of Munro Li	Mill Road	1078	DST+G	2030	\$ 113,513
69D	Middle River Road	Goodhue Road	Fulton Bridge Line	620	DST+G	2030	\$ 65,286
69E	Middle River Road	Mill Road	Goodhue Road	535	DST+G	2030	\$ 56,336
35H	Mill Road	Fingal Line	Bush Line	2025	DST+G	2030	\$ 213,233
35G	Mill Road	Fingal Line	Blind Line	2063	DST+G	2030	\$ 217,234
35F	Mill Road	Talbot Line	Blind Line	2063	DST+G	2030	\$ 217,234
78	Roberts Line	Sparta Line	Town Limit	459	SST no Shld	2030	\$ 13,770
51	Spring Street	Centre Street	End	83	MR1	2030	\$ 12,674
50	St James Street	Centre Street	End	104	MR1	2030	\$ 15,881
49	Victoria Street	Centre Street	End	84	MR1	2030	\$ 12,827

2031 Capital Plan

(excluding Gravel Resurfacing and Sidewalk Replacements)

ROAD SECTION	Street Name	Location (From)	Location (To)	Length from Citywide (m)	Proposed Work	Project Year	Estimated Project Cost (2025)
68B	Begg Road	John Wise Line	Middle River Road	2337	DST+G	2031	\$ 246,086
65	Cattanach Line	Coon Road	End	756	DST+G	2031	\$ 79,607
72C	Coon Road	Scotch Line	Cattanach Line	439	DST+G	2031	\$ 46,227
72B	Coon Road	Cattanach Line	Union Road	1380	DST+G	2031	\$ 145,314
61D	Lake Line	Grand Canyon Rd	Scotch Line	2754	SST no Shld	2031	\$ 82,620
61C	Lake Line	Boxall Road	Grand Canyon Road	2664	SST no Shld	2031	\$ 79,920
61E	Lake Line	Scotch Line	Union Road	1055	SST no Shld	2031	\$ 31,650
30B	Orchard Street	Union Road	John Street	99	MR1	2031	\$ 15,117
30A	Orchard Street	John Street	End	146	MR1	2031	\$ 22,294
4D	Second Line	Union Road	Magdala Road	1179	DST+G	2031	\$ 124,149
4B	Second Line	Plain Road	Turner Road	2718	DST+G	2031	\$ 286,205
4A	Second Line	Iona Road	Plain Road	2728	DST+G	2031	\$ 287,258
4C	Second Line	Turner Road	Union Road	1222	DST+G	2031	\$ 128,677
73	Smith Road	Union Road	Munro Line	1379	DST+G	2031	\$ 145,209

2032 Capital Plan

(excluding Gravel Resurfacing and Sidewalk Replacements)

ROAD SECTION	Street Name	Location (From)	Location (To)	Length from Citywide (m)	Proposed Work	Project Year	Estimated Project Cost (2025)
64A	Boxall Road	Union Road	Bush Line	768	PR1	2032	\$ 151,757
64B	Boxall Road	Hunter Line	Union Road	1377	PR1	2032	\$ 272,095
64D	Boxall Road	Lake Line	Scotch Line	654	PR1	2032	\$ 129,230
64C	Boxall Road	Scotch Line	Hunter Line	1313	PR1	2032	\$ 259,449
29	Brook Street	John Street	End	117	MR1	2032	\$ 17,866
45	Church Street	Fingal Line	Fowler Street	151	MR1	2032	\$ 23,058
43B	Fowler Street	Fingal Line	Millpark Street	472	MR1	2032	\$ 72,074
5B	Lawrence Road	Third Line	Fourth Line	1382	SST no Shld	2032	\$ 41,460
5C	Lawrence Road	Fourth Line	Gore Fifth Line	1377	SST no Shld	2032	\$ 41,310
5A	Lawrence Road	Second Line	Third Line	1375	SST no Shld	2032	\$ 41,250
5D	Lawrence Road	Gore Fifth Line	Sixth Line	1074	SST no Shld	2032	\$ 32,220
53D	Lyle Road	Fingal Line	Bush Line	2027	DST+G	2032	\$ 213,443
53B	Lyle Road	Talbot Line	Blind Line	1825	DST+G	2032	\$ 192,173
53C	Lyle Road	Blind Line	Fingal Line	2041	DST+G	2032	\$ 214,917

2033 Capital Plan

(excluding Gravel Resurfacing and Sidewalk Replacements)

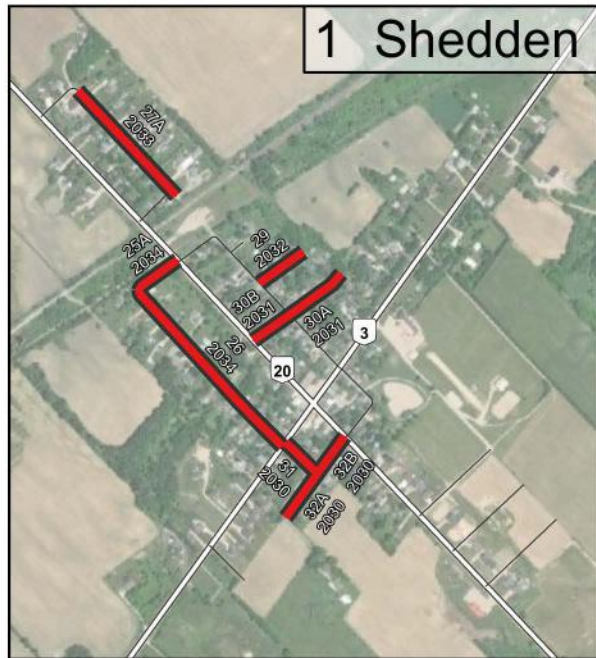
ROAD SECTION	Street Name	Location (From)	Location (To)	Length from Citywide (m)	Proposed Work	Project Year	Estimated Project Cost (2025)
2A	First Line	Iona Road	Routh Road	1494	DST+G	2033	\$ 157,318
2B	First Line	Routh Road	Plain Road	1220	DST+G	2033	\$ 128,466
46	Glasgow Street	Fingal Line	Union Road	224	MR1	2033	\$ 34,205
27A	John Street N	Rose Ave	Courtney Street	318	MR1	2033	\$ 48,559
62	Jones Road	Lake Line	Scotch Line	1377	DST+G	2033	\$ 144,998
61B	Lake Line	Jones Road	Boxall Road	3228	DST+G	2033	\$ 339,908
61A	Lake Line	Iona Road	Jones Road	1570	DST+G	2033	\$ 165,321
3	Plain Road	First Line	Second Line	1379	DST+G	2033	\$ 145,209
1A	Routh Road	1078 M North of f	Town Limit	1720	DST+G	2033	\$ 181,116
1B	Routh Road	First Line	1078 M North of Fi	1078	DST+G	2033	\$ 113,513

2034 Capital Plan

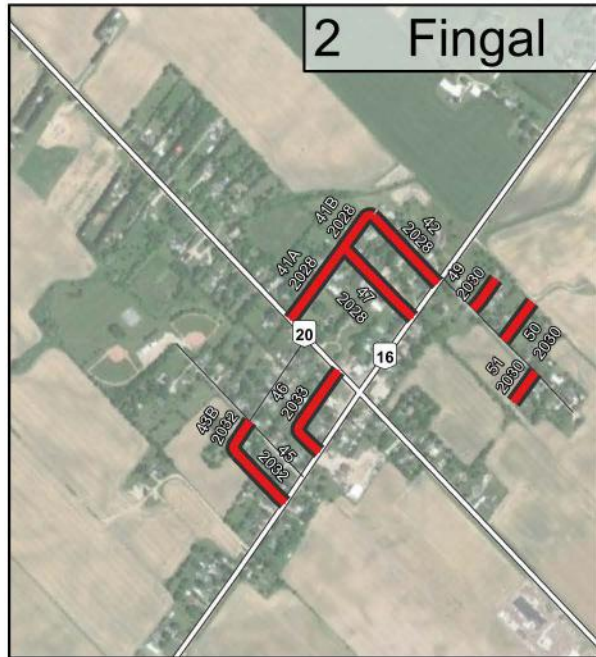
(excluding Gravel Resurfacing and Sidewalk Replacements)

ROAD SECTION	Street Name	Location (From)	Location (To)	Length from Citywide (m)	Proposed Work	Project Year	Estimated Project Cost (2025)
25A	Elizabeth Street	Francis Street	Union Road	106	MR1	2034	\$ 16,186
11C	Fifth Line	Stafford Line	Union Road	3027	R1	2034	\$ 385,791
11B	Fifth Line	Lawrence Road	Stafford Line	601	R1	2034	\$ 76,597
11A	Fifth Line	Iona Road	Lawrence Road	3039	R1	2034	\$ 387,321
26	Francis Street	Talbot Line	Elizabeth Street	462	MR1	2034	\$ 70,547
54A	Talbotville Gore Rd	Shady Lane Cres	Sunset Road	546	MR1	2034	\$ 83,374
54B	Talbotville Gore Rd	Shady Lane Cres	Shady Lane Cres	279	MR1	2034	\$ 42,603
54C	Talbotville Gore Rd	Shady Lane Cres	Sunset Road	944	MR1	2034	\$ 144,149

1 Shedden



2 Fingal



3 Talbotville



Appendix 'B'

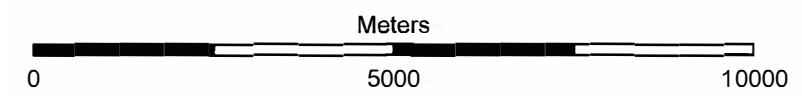
Township of Southwold

10 Year Capital Plan



- Road Section**
- MR1 - 33 Sections
 - R1 - 5 Sections
 - PR1 - 24 Sections
 - SST no Shld - 21 Sections
 - DST+G - 44 Sections

- Elgin County Roads
- Surrounding Boundaries



Coordinate System: NAD 1983 UTM Zone 17N

1 Shedden

2 Fingal

3 Talbotville

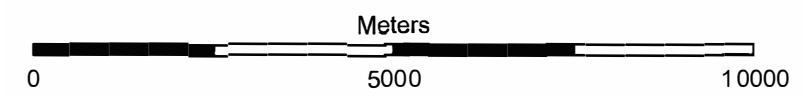
Township of Southwold 2025 Capital Plan



Road Section Proposed Work 2025

- MR1 - 0 Sections
- R1 - 0 Sections
- PR1 - 8 Sections
- SST no Shld - 2 Sections
- DST+G - 0 Sections

- Elgin County Roads
- Surrounding Boundaries



Coordinate System: NAD 1983 UTM Zone 17N

1 Shedden

2 Fingal

3 Talbotville

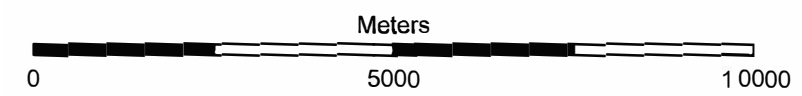
Township of Southwold 2026 Capital Plan



Road Section Proposed Work 2026

- MR1 - 1 Sections
- R1 - 0 Sections
- PR1 - 0 Sections
- SST no Shld - 3 Sections
- DST+G - 0 Sections

- Elgin County Roads
- Surrounding Boundaries



Coordinate System: NAD 1983 UTM Zone 17N

1 Shedden

2 Fingal

3 Talbotville

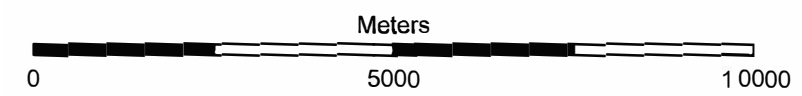
Township of Southwold 2027 Capital Plan



Road Section Proposed Work 2027

- █ MR1 - 0 Sections
- █ R1 - 0 Sections
- █ PR1 - 5 Sections
- █ SST no Shld - 3 Sections
- █ DST+G - 6 Sections

- Elgin County Roads
- Surrounding Boundaries



Coordinate System: NAD 1983 UTM Zone 17N

1 Shedden

2 Fingal

3 Talbotville

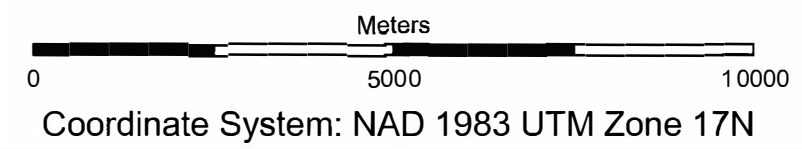
Township of Southwold 2028 Capital Plan



Road Section Proposed Work 2028

- MR1 - 11 Sections
- R1 - 0 Sections
- PR1 - 5 Sections
- SST no Shld - 4 Sections
- DST+G - 0 Sections

- Elgin County Roads
- Surrounding Boundaries



1 Shedden

2 Fingal

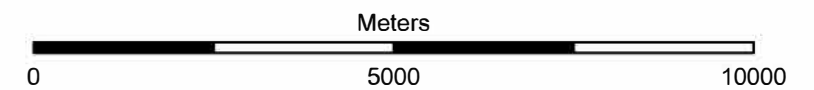
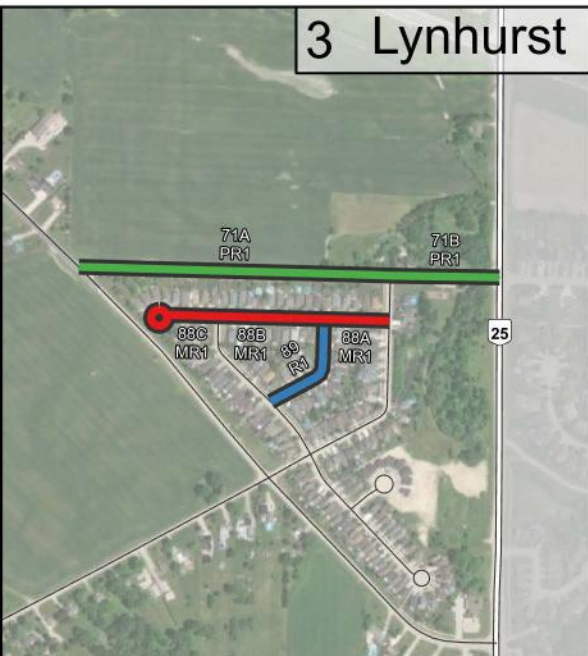
3 Lynhurst

Township of Southwold 2029 Capital Plan



- Road Section**
- Proposed Work 2029**
- MR1 - 3 Sections
 - R1 - 1 Sections
 - PR1 - 2 Sections
 - SST no Shld - 1 Sections
 - DST+G - 8 Sections

- Elgin County Roads
- Surrounding Boundaries



Coordinate System: NAD 1983 UTM Zone 17N

1 Shedden

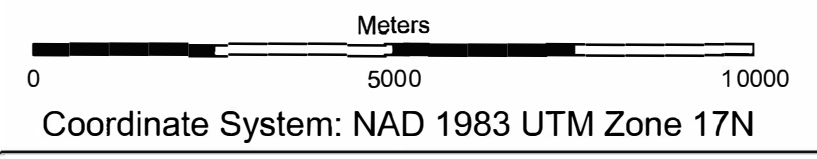
2 Fingal

3 Talbotville

Township of Southwold 2030 Capital Plan



- Road Section**
- Proposed Work 2030**
- MR1 - 6 Sections
 - R1 - 0 Sections
 - PR1 - 0 Sections
 - SST no Shld - 1 Sections
 - DST+G - 10 Sections
- Elgin County Roads
 □ Surrounding Boundaries



1 Shedden



2 Fingal



3 Talbotville



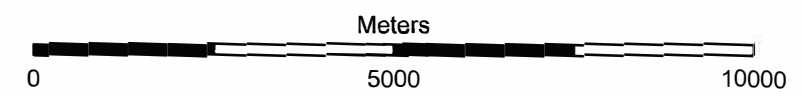
Township of Southwold 2031 Capital Plan



Road Section Proposed Work 2031

- █ MR1 - 2 Sections
- █ R1 - 0 Sections
- █ PR1 - 0 Sections
- █ SST no Shld - 3 Sections
- █ DST+G - 9 Sections

- Elgin County Roads
- Surrounding Boundaries



Coordinate System: NAD 1983 UTM Zone 17N



1 Shedden

2 Fingal

3 Talbotville

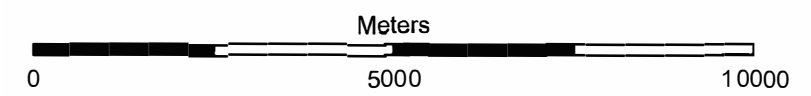
Township of Southwold 2032 Capital Plan



Road Section Proposed Work 2032

- █ MR1 - 3 Sections
- █ R1 - 0 Sections
- █ PR1 - 4 Sections
- █ SST no Shld - 4 Sections
- █ DST+G - 3 Sections

- Elgin County Roads
- Surrounding Boundaries



Coordinate System: NAD 1983 UTM Zone 17N

1 Shedden



2 Fingal



3 Talbotville

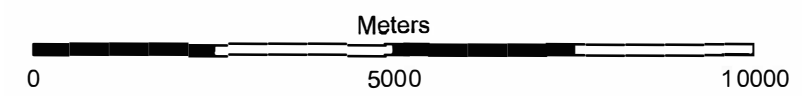


Township of Southwold 2033 Capital Plan



- Road Section**
Proposed Work 2033
- █ MR1 - 2 Sections
 - █ R1 - 0 Sections
 - █ PR1 - 0 Sections
 - █ SST no Shld - 0 Sections
 - █ DST+G - 8 Sections

- Elgin County Roads
- Surrounding Boundaries



Coordinate System: NAD 1983 UTM Zone 17N



1 Shedden



2 Fingal



3 Talbotville



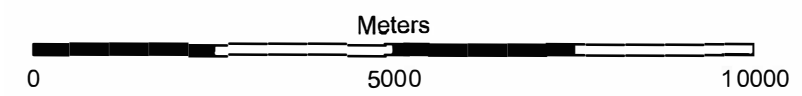
Township of Southwold 2034 Capital Plan



Road Section Proposed Work 2034

- █ MR1 - 5 Sections
- █ R1 - 3 Sections
- █ PR1 - 0 Sections
- █ SST no Shld - 0 Sections
- █ DST+G - 0 Sections

- Elgin County Roads
- Surrounding Boundaries



Coordinate System: NAD 1983 UTM Zone 17N



Township of Southwold Capital Plan Gravel Road Conversions

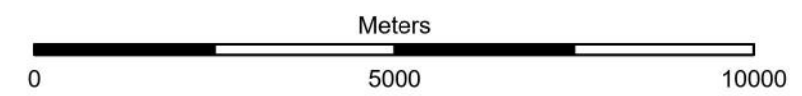


Gravel Road Conversions

Project Year

- 2027
- 2029
- 2030
- 2031
- 2032
- 2033

- Elgin County Roads
- Surrounding Boundaries

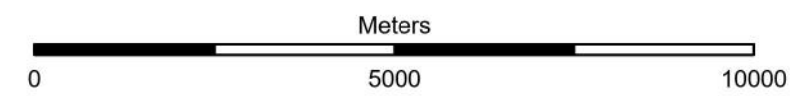


Coordinate System: NAD 1983 UTM Zone 17N

Township of Southwold Capital Plan Remaining Gravel Roads



- Remaining Gravel Roads
- Elgin County Roads
- Surrounding Boundaries



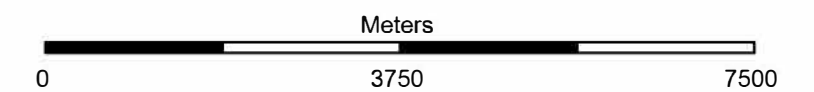
Coordinate System: NAD 1983 UTM Zone 17N

Township of Southwold Drainage Maintenance



Following Areas with Drainage Concerns

- Drainage Concerns
- Elgin County Roads
- ▭ Surrounding Boundaries



Coordinate System: NAD 1983 UTM Zone 17N

Appendix C - Sidewalk Inventory and Condition

OBJECTID	Road Section	Road To	Road From	Sidewalk Condition	Section Width (m)	Section Length (m)	Notes
1	ORCHARD STREET	Union Road	John Street	5	1.1	81.5	1.1m wide. Asphalt patch. 2 Trip ledge more than 20mm. General scaling and pop outs. Few medium cracks.
2	JOHN STREET	Brook Street	Orchard Street	5	1.1	87.0	1.1m wide. 3 trip ledge at 9654. Several medium sized cracks. Spalling and scaling present
3	JOHN STREET	Elizabeth Street	Orchard Street	5	1.1	230.7	Several medium cracks. 2 trip ledges over 20mm. General scaling, minor cracking and pop outs
4	ORCHARD STREET	John Street	Dead End	5	0	82.4	Asphalt taper. 1m length of wide crack. General minor cracking and scaling
5	WAUGH STREET	Union Road	55m East on Waugh Street	5	0.9	55.2	0.9m wide. General scaling and minor cracking. Sections overgrown with brush and grass. 1 trip ledge at 35854
6	HORTON STREET	Hall Street	Union Road	5	0.9	79.2	0.9m wide. General scaling. Few medium sized cracks. Debris covered.
7	UNION ROAD	Talbot Line	Waugh Street	5	1.2	82.0	1.2m wide. Few medium crack with spalling. Minor scaling. Minor pop outs
8	UNION ROAD	Talbot Line	Waugh Street	7	1.5	86.5	1.5m wide. Couple medium sized cracks. Light spalling.
9	UNION ROAD	Horton Street	68m South on Union Road	7	1.5	68.9	Overgrown brush. Minor scaling. 1.5m wide
10	UNION ROAD	Hall Street	140m South on Union Road	7	1.8	139.3	Section against curb 1.8m wide. 1.5m wide rest. Several minor cracks
12	TALBOT LINE	Francis Street	Union Road	8	1.2	103.8	1.2m wide. No cracking.
13	TALBOT LINE	Hall Street	Union Road	9	1.5	91.3	1.5m wide. Minor Hairline crack.
14	TALBOT LINE	Union Road	John Street	8	1.1	74.6	1.1m wide. 1 medium crack
15	TALBOT LINE	Union Road	John Street	6	1.2	87.7	1.2m wide. General scaling. 1 trip ledge at 35847. Few wide cracks
16	TALBOT LINE	John Street	95m East on Talbot Line	5	1.1	94.5	1.1m wide. 1 panel significant spalling. 1 section with wide crack. General minor cracking and spalling
17	TALBOT LINE	John Street	115m East on Talbot Line	8	1.8	110.6	1.8m wide.
18	TALBOT LINE	Francis Street	95m West on Talbot Line	7	1	93.4	1 medium cracked panel. Couple minor cracks. 1.2m wide
19	TALBOT LINE	Hall Street	111m West on Talbot Line	9	1.5	111.5	No issues. 1.5m wide.
20	BROOK STREET	John Street	Dead End	5	0.9	102.1	0.9m wide. General scaling. Minor cracking. Vegetation overhanging sidewalk in sections
21	FRANCIS STREET	Talbot Line	111m North on Francis Street	4	0.9	109.8	A lot of fully cracked panels. 0.9m wide. General pop outs and scaling
22	UNION ROAD	Orchard Street	Talbot Line	8	0.75	179.8	Minor cracking and spalling. 6 crack, medium width. 75mm width Asphalt taper patch
23	JOHN STREET	Talbot Line	41m South on John Street	6	0.9	41.6	0.9m wide. Several medium cracks with some spalling.
24	JOHN STREET	Orchard Street	Talbot Line	5	1.1	147.2	Trip ledge at 9628. 1.1m wide overall. General minor cracking and spalling and pop outs. 3m of wide cracking. Trip ledge 9590.
25	JOHN STREET	Orchard Street	Talbot Line	6	1.1	152.1	Medium scaling and spalling in several panels. 1.1m wide. Several medium sized cracks. Trip ledge at 9613 and at 9615
28	UNION ROAD	Orchard Street	76m North on Union Road	6	1.1	75.6	1.1m width. Spalling and pop outs. Vertical trip ledge more than 20mm. 6 medium size cracks
29	UNION ROAD	Talbot Line	80m North on Union Road	6	1.1	83.0	1.1m wide. Few medium sized cracks on few panels
30	THIRD LINE	William Street	35m East on Third Line	1	N/A	35.3	1.5m wide. Minor Pop outs, scaling. 1 medium sized crack 5mm wide. Evidence sidewalk at 34575 - did not inspect
31	THIRD LINE	50m East of William St	160m East of William St	8	1.5	107.6	1.5m wide. Minor Pop outs, scaling. 1 medium sized crack 5mm wide. Evidence sidewalk at 34575 - did not inspect
32	THIRD LINE	30m East of William St	46m East of William St	1	N/A	16.2	1.5m wide. Minor Pop outs, scaling. 1 medium sized crack 5mm wide. Evidence sidewalk at 34575 - did not inspect
33	THIRD LINE	46m West of William St	22m East of William St	1	N/A	66.3	1.5m wide. Minor Pop outs, scaling. 1 medium sized crack 5mm wide. Evidence sidewalk at 34575 - did not inspect
34	THIRD LINE	53m West of William St	161m West of William St	1	N/A	108.6	1.5m wide. Minor Pop outs, scaling. 1 medium sized crack 5mm wide. Evidence sidewalk at 34575 - did not inspect
35	FINGAL LINE	371m West of Union Road	Union Road	7	1.5	358.5	Trip ledge at ramp of intersection. Several medium cracks with spalling 1.5m wide. General scaling
36	UNION ROAD	Fingal Line	161m South of Fingal Line	7	1.5	155.1	1.5m wide. Several medium sized cracks with spalling. Minor scaling
37	UNION ROAD	Fingal Line	348m South of Fingal Line	7	1.2	350.1	Trip ledge at 7836. 2 trip ledges near intersection near hydrant. Several wide cracks with spalling. Minor scaling. 1.2m wide.
39	FINGAL LINE	Union Road	Centre Street	7	1.5	305.4	1.5m wide. Minor scaling and cracking. One heaved panel east of Inverness - trip ledge. Several panels with wide cracks
40	FINGAL LINE	Inverness Street	Argyle Street	7	1.2	82.0	Minor crack with scaling and spalling. 1.2m wide
41	FINGAL LINE	Union Road	Inverness Street	7	1.2	182.8	1.2m wide. Few medium sized cracks with spalling
42	UNION ROAD	Lanark Street	Fingal Line	7	0	209.1	Medium crack with spalling - 3 panels
43	UNION ROAD	227m North of Lanark Street	Lanark Street	7	1.5	223.3	1.5m wide. One medium crack
44	ARGYLE STREET	Fingal Line	38m North of Fingal Line	1	N/A	37.5	Short distance. Unrated
45	UNION ROAD	Glassgow Street	Fingal Line	7	1.2	50.3	1.2m wide
46	FINGAL LINE	Edge of New Sidewalk	Union Road	2	0	66.6	70m long. Asphalt section completely broken. Few medium cracks with spalling for concrete section with general scaling
48	FINGAL LINE	Glassgow Street	84m West on Fingal Line	7	1.5	88.8	Trip ledge at 35690. Few medium cracks with spalling. Trip ledge at 35706
49	FINGAL LINE	Millpark Street	Glassgow Street	8	1.5	65.3	1.5m wide. Minor scaling
50	FINGAL LINE	Church Street	Millpark Street	8	1.5	60.8	1.5m wide. Minor scaling
51	FINGAL LINE	118m West of Church Street	Church Street	7	1.5	125.1	Several medium sized cracks with spalling. Minor scaling.
52	CHURCH STREET	156m North of Fingal Line	Fingal Line	7	0.9	153.4	0.9m wide. Several medium size cracks with spalling. General scaling. Trip ledge across from 7978
53	MILLPARK STREET	Fowler Street	Fingal Line	1	N/A	151.1	Not rated. Overgrown I
54	GLASSGOW STREET	23m West of Union Road	Union Road	7	0	22.4	Some minor scaling
55	UNION ROAD	Flower Street	Glassgow Street	7	1.2	90.0	1.2m at county intersection. Minor pop out and scaling. One Minor crack
58	MAJOR LINE	29m West of Florence Street	Florence Street	8	1.2	28.7	Light scaling. 1.2 wide
59	MAJOR LINE	Florence Street	North Street	7	1.2	229.3	1.2m wide. Trip ledge at 41518. Trip ledge at 41534. General scaling. Several medium cracks.
60	NORTH STREET	James Street	Major Line	7	1.2	79.2	Trip ledge at North and major. Couple Medium crack with spalling.
61	NORTH STREET	Florence Street	James Street	7	1.2	135.6	1.2 m wide. Heave at 41842. Trip ledge at 41837 due to tree. Trip ledge at 41829.
62	FLORENCE STREET	North Street	James Street	7	1.2	133.2	1.2 wide. General scaling. Few pop outs. Cracked panel with large chunk missing at 10020. Trip ledge at 10014.
63	JAMES STREET	Florence Street	North Street	7	1.2	138.7	1.2m wide. General scaling. Few medium cracks. Few panels with chunks missing. 2 Trip ledge around 41858 perimeter.
64	MAJOR LINE	McBain Line	North Street	7	1.2	51.8	Trip ledge at McBain. 1.2 wide. General scaling.
65	FLORENCE STREET	Florence Court	Florence Street Culdisac	7	0	113.6	General scaling. Several medium sized cracks.
66	FLORENCE STREET	Major Line	Florence Court	8	1.2	83.5	General scaling. 1.2m wide.
67	FLORENCE STREET	Florence Street Culdisac	Ford Road	7	1.5	119.6	1.5m wide. Light scaling. Trip ledge at fire hydrant.
69	FORD ROAD	150m North/West of Intersection	Wellington Road	8	1.5	89.5	1.5m wide. Light scaling. Trip ledge at fire hydrant.
70	TALBOT GROVE LANE	Glengariff Drive East Side	Glengariff Drive West Side	7	1.5	177.0	1.5 wide. Minor pop outs. Few panels with scaling. Couple minor cracks.
71	GLENGARIFF DRIVE	Ceranvale Drive	Talbot Grove Lane	8	1.5	90.2	1.5 wide. 1 minor crack
72	TALBOT GROVE LANE	Glengariff Drive	Talbotville Gore Rd	7	1.5	226.8	1.5 wide. Few pop out. Couple medium cracks with spalling. Some minor cracks
73	TALBOTVILLE GORE ROAD	Shady Lane Crescent	Train Tracks	8	1.5	271.2	1.5 wide
74	TALBOTVILLE GORE ROAD	Shady Lane Crescent North Side	Shady Lane Crescent South Side	7	1.5	266.4	1.5 wide. General pop outs and scaling. Drop off at catch basin.
75	TALBOTVILLE GORE ROAD	Optimist Drive	Shady Lane Crescent North Side	7	1.5	184.8	1.5m wide. General scaling. Few pop outs and minor cracks. Cracked section in front of new build at 10425
77	TALBOTVILLE GORE ROAD	Sunset Road	Optimist Drive	7	1.5	546.5	1.5m wide. Trip ledge at 10601. Several wide cracks with spalling. Some scaling. Trip ledge at south end of 10445
88	TALBOTVILLE GORE ROAD	Train Tracks	Talbot Grove Lane	7	1.5	247.8	1.5 wide. Few pop outs and scaling
89	GLENGARIFF DRIVE	Sparky's Way	Cedarvale Lane	8	1.5	110.1	1.5m wide. Light scaling
90	GLENGARIFF DRIVE	End of Roadway	Sparky's Way	7	1.5	57.9	1.5m wide. Several minor cracks on older assumed portion. Light scaling on new section
91	TALBOTVILLE GORE ROAD	Talbot Grove Lane	Rea Court	8	1.5	236.1	Some pop outs. 1.5m wide. General scaling
93	FLORENCE STREET	James Street	Major Line	8	1.2	75.4	Few minor cracks. 1.2m wide
95	JOHN STREET	Brook Street	Elizabeth St	4	1.1	112.8	1.1m wide. 2 trip ledges at 9712 and 1 near 9688. Few pop out and general spalling. 70% grass coverage on portion
96	MCBAIN LINE	Major Line	Wellington Rd	9	1.5	56.4	1.5 wide



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15, 2024

PREPARED BY: Brent Clutterbuck, Drainage Superintendent

REPORT NO: DRA 2024-04

SUBJECT MATTER: Request under 65(3) to add land to the Keith Drain

Recommendation(s):

THAT Council receives the request from Mr. Kevin Vanderveen the owner of Roll#002-09401 located on Edward Street (formally William Street) in Iona and decides to proceed with the request to add land to the Keith Drain and;

THAT Council instructs the Clerk to forward the request to Spriet Engineers and Associates to review and prepare the necessary reports.

Background:

Please see attached:

- 1) Letter from Mr. Vanderveen titled "Drainage Request to Council"
- 2) Plan of the development titled "Drainage Plan for Council"
- 3) Keith Drain plan and profile

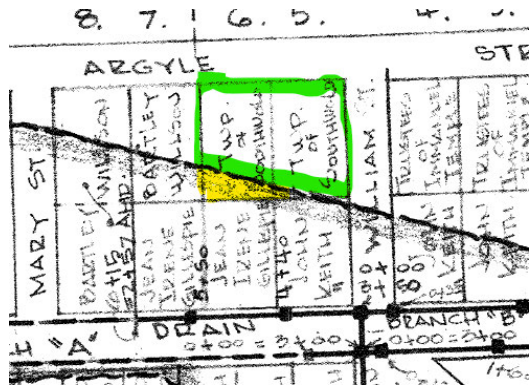
Section 65(3) of the Drainage Act allows for a landowner to ask to add additional lands to be drained to an existing municipal drainage watershed.

Mr. Vanderveen's property currently has 0.06 acres of land assessed (highlighted in yellow below) to the Keith Drain. He would like to add the rest of this parcel's 0.429 acres (outlined in green) to the Keith Drain and take the water to an outlet by a private catch basin and tile to the catch basin on the Keith Drain at the north east corner of the Edward Street intersection with Iona Road. Mr. Vanderveen is planning to install a properly sized storm drain and catch basin to be located within the Edward Street allowance to convey the surface water from his lot to the Keith Drain catch basin at Sta. 3+50.

Currently there is 5.97 acres of land including streets and roads assessed to this drain upstream of the catch basin at Sta. 3+50. The addition of the 0.429 acres will add approximately 9% more land to the drainage watershed at Sta 3+50.

A Drainage Engineer will need to look at the drain to ensure that there is capacity in the existing drain to handle the additional 9% of land.

For clarification, William Street is the historic name of the street. The name of the street was changed to Edward Street by By-law 2002-35 because there was a another street named William Street in Lawrence Station in the Township.



Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth.
- Welcoming and Supportive Neighbourhoods
- Economic Development
- Fiscal Responsibility and Accountability.

Respectfully Submitted by:
Brent Clutterbuck,
Drainage Superintendent
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"

Date: October 8, 2024

Re: EDWARD ST, PLAN 3 LOT 6 PT LOT 5 RP 11R7210 PART 3
Roll # 34-24-000-002-09401-0000

Dear Members of Southwold Council,

I hope this letter finds you well. I'm reaching out to request permission to add additional land from my property on Edward St, in the Village of Iona to the Keith Drain watershed, under Section 65(3) of the Ontario Drainage Act.

Currently, there is a small section of the parcel of land (0.06 acres) is assessed to the Keith Drain and is part of the watershed that contributes water, but there is no knowledge of a current physical connection by an existing tile drain or swale that has been presented to the municipality. I'd like to expand that area by 0.429 acres and, if approved, we plan to install a new drainage system with 1 catch basin in the southeast corner of our property to properly collect and manage the water. The new system would be connected to the existing Keith Drain. See attached drawings for reference.

I am also seeking some guidance from the Engineer on the allowable rate of water flow into the Keith Drain from the additional land, in case there are any concerns about the increased volume.

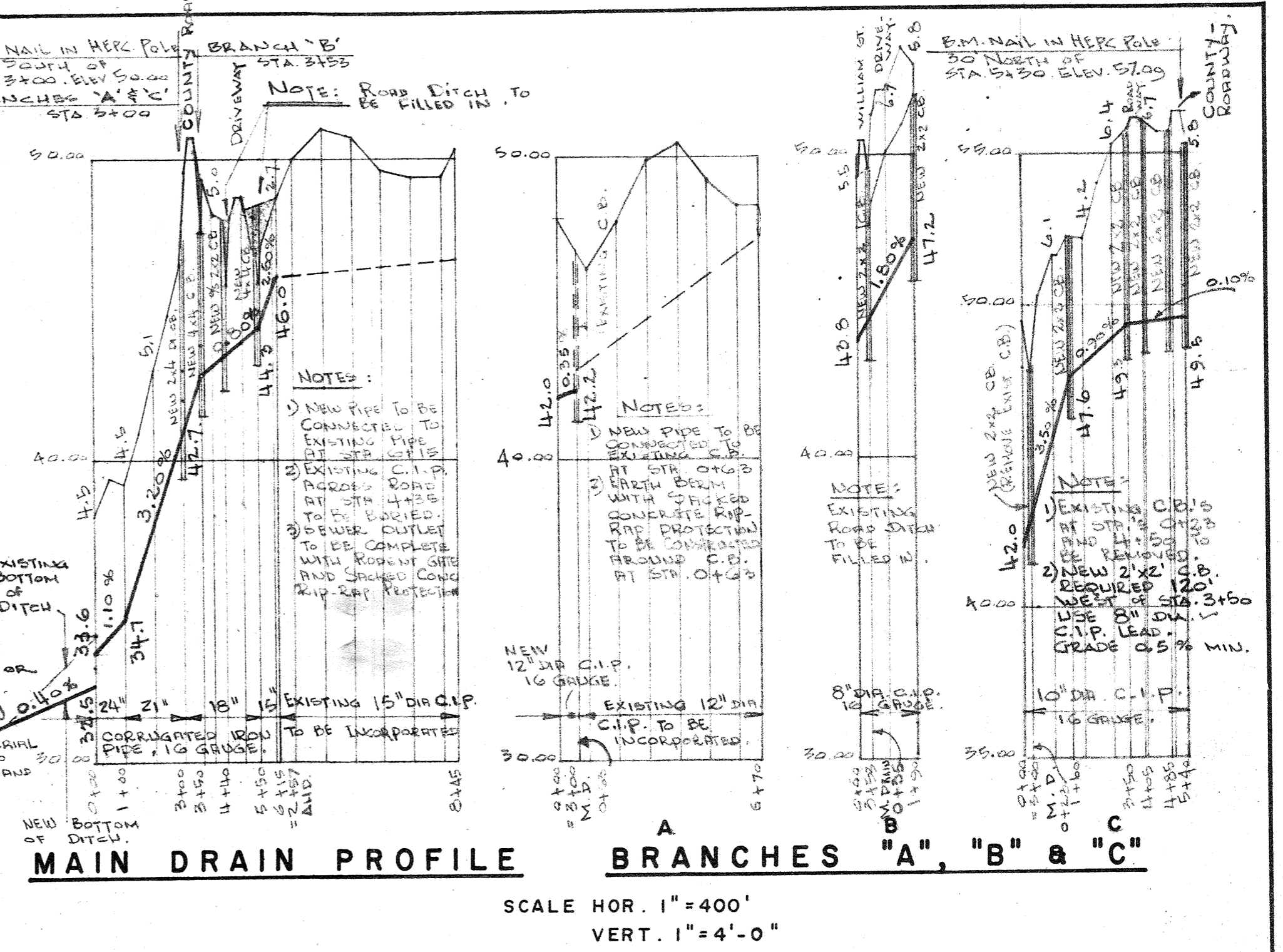
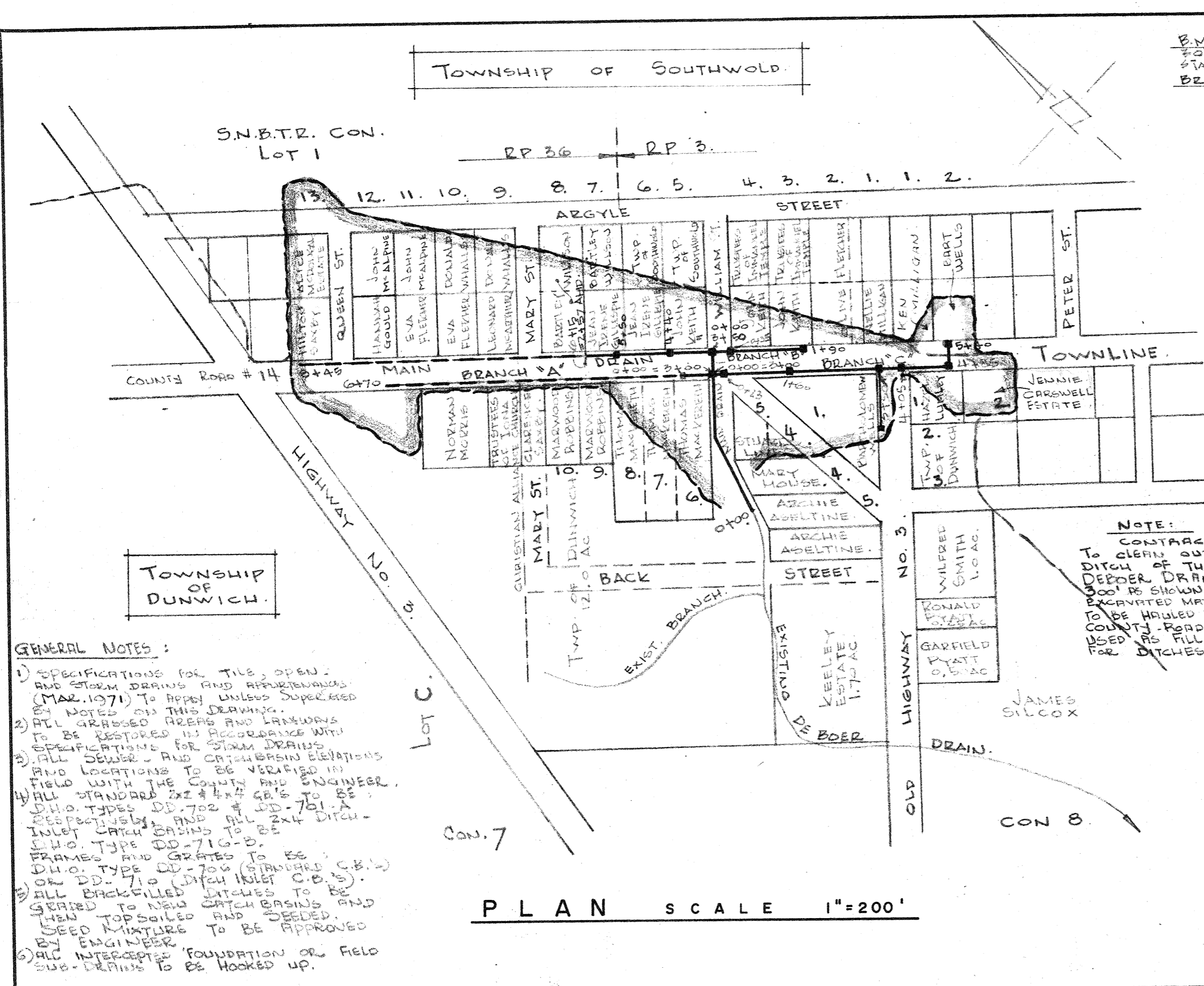
As part of the development of this property for future residential use, we're committing to improving the fronting street named Edward St up to municipal asphalt standards. This would include the distance from shortly beyond our laneway entrance to Iona Rd. For reference, Edward St was historically named William Street, but the name changed to Edward Street by Bylaw 2002-35.

Thank you for considering this request. I'm happy to provide any additional information and look forward to hearing from you soon.

Thank you,



Kevin Vanderveen
35491 Stafford Line, Shedden, ON, N0L 2E0
Ph: 519-282-1887
Em: kevin@vanderveenacquisitions.com



				KEITH DRAIN			
				TOWNSHIP OF SOUTHWOLD			
SCALE: AS SHOWN	APPROVED BY:	JOB NO.	DRAWN BY:	DATE: MARCH 16, 1971		FB NO. D15	70144
PLAN & PROFILE				A. M. SPRIET & ASSOCIATES LTD. CONSULTING ENGINEERS		DRAWING NUMBER 1	



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15, 2024
PREPARED BY: Mike Szilagyi, Planner
REPORT NO: PLA 2024-15
SUBJECT MATTER: **Consent Application E69-24**
10263 Talbotville Gore Road (Agent: Oakview Land Use Planning)
Township Comments to Elgin County

Recommendation(s):

THAT Council recommend approval to the Elgin County Land Division Committee for Consent Application E69-24 subject to the recommended conditions provided in Appendix 2 of Report PLA 2024-15.

Purpose:

Consent Application E69-24 proposes to sever a parcel of land with a frontage of 18.453m along Talbotville Gore Road with a variable depth from an existing residential property. The area of the lands proposed to be retained is 1,543.68 m² (16,616.03 ft²) and the existing dwelling is expected to remain. The area of the lands proposed to be severed is 617.52 m² (6,647.49 ft²), there is an existing detached structure that is expected to be removed and replaced with a new residential dwelling. The proposed severance would facilitate the creation of a new residential building lot. A severance sketch illustrating the proposed severance is attached to this report as Appendix 1.

Consent Application E69-24 has been submitted to Elgin County for lands located within the Township of Southwold. The subject property is located at 10263 Talbotville Gore Road, Talbotville and is legally described as Lot 11, Registered Plan M39. The subject property is highlighted in red on the Key Map provided below.

Background:

Application No.	E69-24
Owners:	Joshua Anthony Caranci
Agent:	Oakview Land Use Planning
Address:	10263 Talbotville Gore Road, Talbotville
Water Supply:	Municipal Water
Sewage Supply:	Municipal Sanitary

Buildings/Structures	Existing dwelling on retained lands to remain and accessory building on lands to be severed to be removed
Elgin County Official Plan	Tier Two Settlement Area
Application No.	E69-24
Settlement Area:	Talbotville Settlement Area
Official Plan Designation	Residential
Zoning By-law 2011-14 8025 Union Road	Residential 1 (R1) Zone Minimum Lot Area (municipal services) – 450 m ² (0.45ha) Minimum Lot Frontage – 15.0m (49ft) Minimum Front Yard – 6.0m (20ft) Maximum Lot Coverage – 40% Minimum Interior Side Yard – 1.2m (4.0ft) on one side of the building and 2.5m (8.0ft) on the other side

Key Map of 10263 Talbotville Gore Road, Talbotville



Planning Analysis:

Consent Application E69-24 was submitted to and declared complete by Elgin County. The application will be circulated to the public and prescribed bodies by the Elgin County Land Division Committee in September 2024. Elgin County is the Approval Authority for applications considered under Section 53 of the *Planning Act*. The Township of Southwold is a commenting agency and provides a recommendation to the Land Division Committee, including conditions of approval.

Consent Application E69-24 was reviewed by staff with consideration to the Provincial Policy Statement (2020), Elgin County Official Plan, Township of Southwold Official Plan, and the Township of Southwold Zoning Bylaw 2011-14. A summary of the applicable planning policies and regulations, as well as the relevancy to the subject application and commentary is provided below.

Legislation	Section(s)	Relevance To Application	Comments
Provincial Policy Statement, 2020	PPS 1.1.3 Settlement Areas	<ul style="list-style-type: none"> • Settlement Areas shall be focus of growth and development • Appropriate for the level of services 	Residential lot creation is permitted in settlement areas subject to local policies and regulations
Elgin County Official Plan	A6.1.1. Settlement Areas C1.1.1 Residential C1.3 Housing E1. 2.3. Consents	<ul style="list-style-type: none"> • Tier Two Settlement Area • Maintain residential character of area • Efficient use of existing infrastructure • Encouraging development of lands within settlement areas to maximize the use of infrastructure and achieve residential intensification 	Residential lot creation is permitted in settlement areas subject to local policies and regulations
Township of Southwold	5.2 Settlement Area Land Use 7.23 Consents	<ul style="list-style-type: none"> • Lands are intended for Residential development • Availability of municipal services 	Residential lot creation may be permitted subject to conditions

Legislation	Section(s)	Relevance To Application	Comments
Official Plan		<ul style="list-style-type: none"> Consent applications can be considered subject to conditions 	
Township of Southwold Zoning Bylaw	8.2 Residential 1 Zone Regulations	<ul style="list-style-type: none"> Proposed lands to be severed and lands to be retained comply with the regulations of the R1 Zone Future development of the lands to be severed shall comply with the regulations of the R1 Zone 	Amendment to the Zoning By-law is not required to facilitate the proposed residential lot creation

The Provincial Policy Statement, 2020, the Elgin County Official Plan, and the Township of Southwold Official Plan permit residential intensification in settlement areas. Consent Application E69-24 would facilitate the orderly and efficient use of land and existing infrastructure within Talbotville.

The subject property is presently partially serviced with municipal water and a private, on-site septic system. As part of this development, the retained lands will be required to decommission the private septic system and connect to available municipal services. Both the retained and severed properties will therefore benefit from available municipal services where servicing connections should be illustrated on the lot grading and servicing plan for review and approval by the Township. This requirement has been included within the recommended conditions of approval for Consent Application E69-24.

Consultation:

Comments from external agencies such as the Kettle Creek Conservation Authority and members of the public will be provided directly to the Elgin County Land Division Committee for consideration.

Consent Application E69-24 was circulated internally for review and comment by Township departments. At the time of writing this report, the following comments have been received and where applicable, recommended conditions of approval have been included.

Finance

- Urban settlement water connection fee (\$10,570 – 2024 fee);

- Urban settlement sewer connection fee (\$18,462 – 2024 fee) – required for both severed and retained parcel connections);
- Development Charge for new Single Family Dwelling to be applied at time of Building Permit (\$7,709 – 2024 fee);
- Cash-in-Lieu of parkland fee to be applied (\$1,750);
- 911 sign fee applicable to the lands to be severed (\$100).

Infrastructure

- Entrance permit required for the lands to be severed;
- Lot grading plan required which shows no negative impacts to neighbouring property, with a legal outlet;
- Lot Servicing plan required showing layout of services, entrance location, etc.;
- Sanitary connections, including submission of plans for installation and restoration of the road to pre-installation conditions to be submitted to the satisfaction of the Township. Fees are to be paid in advance and work to be completed at the cost of the applicant to the satisfaction of the Township.

Chief Administrative Officer

- Must connect to sanitary system for both the severed and retained lots;
- Based on our experience with previous developments in the community, there will be significant community concern about the removal of large mature trees on the severed lot, so it is recommended that the applicant prepares a tree protection/tree replacement strategy.
- Newly proposed dwelling may be located closer to the front lot line than the dwelling located on the retained lot, however the new dwelling should be located consistent with the adjacent Woodland Way development.
- With the triangular rear lot/apex, interested in how this will be maintained (i.e. lawn maintenance?). Submission of a landscape sketch would help to relieve this concern

Building Department

- Survey should show setback of existing dwelling to newly proposed side lot line;
- Decommissioning of existing septic system would require a permit.

Water

- Water connection for proposed severed lot, to be installed from watermain to property line by Township at the cost to the applicant.

Drainage

- Drain reapportionment of the Talbot Meadows Drain is required.

Conclusion:

Planning staff recommend support of Consent Application E69-24 for the property known municipally 10263 Talbotville Gore Road, Talbotville, which would facilitate creation of one new residential lot on full municipal services and include the connection of the retained lot to municipal sanitary services. This recommendation is subject to the conditions listed below and attached as Appendix 2 to Planning Report PLA 2024-15. This report and recommended conditions of approval will be forwarded to the Elgin County Land Division Committee and should be considered in the decision-making process.

It is recommended the standard conditions of consent be applied, as well as those which address site specific matters, including:

Standard Conditions

1. Submission of all **financial** and municipal fees, including but not limited to cash in lieu of parkland, development charges and water and sanitary connection fees of the Township, to the satisfaction and clearance of the Township.
2. The provision of registered **reference plan**.
3. The provision of description of the lot to be severed subject to **Section 50(3)** of the Planning Act, including **prepared deeds** for review by Township.
4. **Undertaking** to provide proof of registration of deeds and agreements
5. **Drainage reapportionment** of the Talbot meadows Drain.
6. Provision of a **lot grading and servicing** plan, which include the location(s) of future sanitary connections.
7. Submission of written request to the Township for **clearance of conditions** to County.

Site Specific Conditions

1. **Entrance Permit** from the Township of Southwold to create a new independent access from Talbotville Gore Road to the lands proposed to be severed;
2. Obtain **building permits** from the Township to facilitate decommissioning of the existing septic bed and tank on the lands to be retained;
3. Assignment of **Municipal 911 Address** for the lands proposed to be severed and that a civic number sign be purchased and installed.

Financial Implications:

Township application fees were collected in accordance with the Township’s Tariff of Fees By-law, as amended from time to time.

Approval of the application will have no significant financial impact on the Township.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully submitted by:
Mike Szilagyi
Planner
“Submitted Electronically”

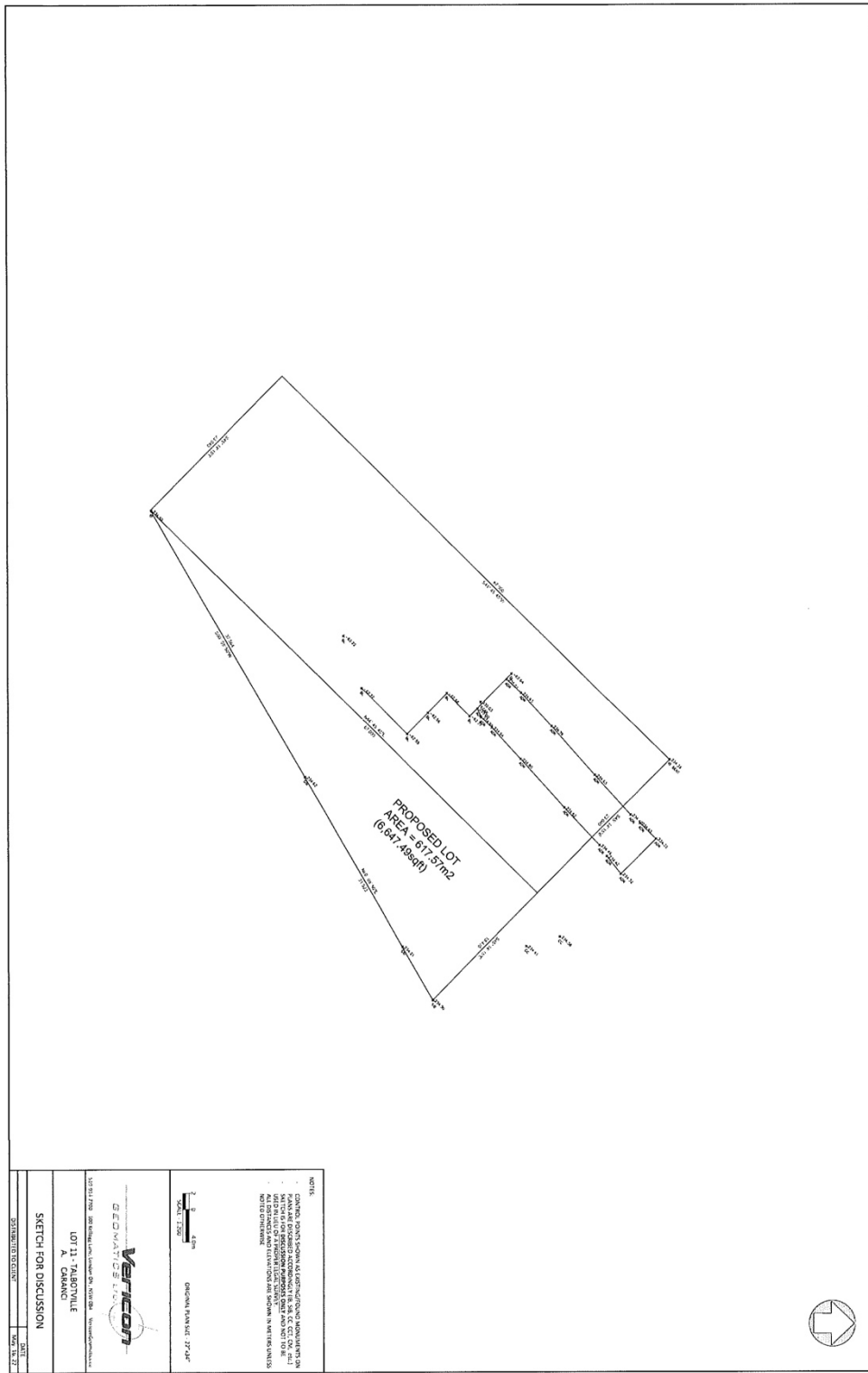
Approved by:
Lisa Higgs
CAO/Clerk
“Approved Electronically”

Appendices

Appendix 1 – Building Survey and Severance Sketch

Appendix 2 – Township Conditions Consent Application E56-24

Appendix 1 - Severance Sketch (10263 Talbotville Gore Road, Talbotville)



Appendix 2 – Recommended Conditions of Approval (E56-24)**Township of Southwold Conditions:**

1. That the Owner meet all the requirements, financial and otherwise including but not limited to cash-in-lieu of parkland, development charges, water and sanitary connection fees of the Township, to the satisfaction and clearance of the Township of Southwold.
2. That the Owner's Solicitor provides an undertaking to the Township, to provide a copy of the registered deed for the severed lands once the transaction has occurred.
3. That a digital copy of the draft and final deposited Reference Plan be provided to the Township.
4. That the Owner submit a written request and fee for the necessary Drainage Reapportionment of the Talbot Meadows Drain to be completed pursuant to the Drainage Act, to the satisfaction and clearance of the Township.
5. That the Owner obtain the necessary permits and complete the works necessary for the removal and replacement of the existing septic system and tank on the retained lands, to the satisfaction and clearance of the Township.
6. That the Owner prepare and submit an engineered Lot Grading and Servicing Plan for the severed and retained parcels, including proposed future sanitary connections, to the satisfaction of the Township.
7. That the severed lands be assigned a municipal address and that civic addressing signage be purchased by the Owner and installed to the satisfaction of the Township.
8. That the Owner obtain an Entrance Permit from the Township of Southwold to facilitate access from Talbotville Gore Road to the severed parcel.
9. That the Owner's Solicitor provide a request for clearance of conditions to the Township, demonstrating how all the conditions of consent have been fulfilled, to

the satisfaction and clearance of the Township and that the Municipality advise the County writing that the above-noted conditions have been satisfied.

10. That all conditions noted above shall be fulfilled within two years of the Notice of Decision, so that the County of Elgin is authorized to issue the Certificate of Consent pursuant to Section 53(42) of the Planning Act.



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15, 2024

PREPARED BY: Jeff McArthur, Director of Emergency Services/Fire Chief

REPORT NO: FIR 2024-11

SUBJECT MATTER: Activity Report for the Fire Chief, September 2024

Recommendation(s):

None – For Council Information.

Purpose:

To update Council on Fire Department Activities for September 2024.

Background:

Department updates on its activities and meeting(s) since last report:

- a. *Calls for service* – a total of 19 emergencies were responded to in the month of September, including seven MVCs and five alarms sounding incidents.
- b. *Meetings* – Fire chief attended County chief, mutual aid, and fire prevention meetings, and Talbotville Station site meetings.
- c. *Inspections* – no new inspections.
- d. *Public Education* – social media, Shedden Station sign.
- e. *Public Relations* – Annual Beef & Pork BBQ was well attended.
- e. *Grants* – staff are awaiting a response for the Firehouse Subs Public Safety Foundation of Canada grant for an equipment/SCBA decontamination washer for the new Talbotville Station.

Staff applied for the Provincial Fire Protection grant, focused on cancer prevention, for a gear dryer and spare bunker gear, and are awaiting an update from the provincial granting authority.

- f. *Talbotville Station Project* – Concrete floor is complete. Crews are framing, and the trusses have been delivered. Revised schedule has occupancy in late February 2025.

- g. *Recruitment* – 21 applications were received, interviews are ongoing.
- h. *Apparatus & Equipment* – annual pump and ladder testing was conducted.

Report on any outstanding/unresolved concerns, issues:

- a. The Fire Chief is working with the County Coordinator on a solution to outdated mapping issues regarding fire response zones.
- b. The County Fire Chiefs are discussing options regarding Hazardous Materials response agreements, as there are currently no formal agreements within Elgin County.

Training Undertaken by Staff:

- a. Department training topics include agility testing, patient care, and a tour of Green Lane Landfill.
- b. Southwold is hosting an Electric Vehicle Lithium-Ion Battery awareness course in October, open to all Elgin County Fire Departments.

Capital Project Progress :

2024	Budget	Status/Comments
SCBA/Cylinders	\$26,200	Complete
Bunker Gear	\$20,026	Complete
Hoses & Appliances	\$15,000	Ongoing
Radios & pagers	\$4,000	Complete
Talbotville Fire Station	\$1,250,000	In progress

Financial Implications:

None.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

Managed Growth

Welcoming and Supportive Neighbourhoods

Economic Opportunity

Fiscal Responsibility and Accountability

Respectfully Submitted by:

**Jeff McArthur, Director of
Emergency Services/Fire Chief**

"Submitted electronically"

Approved by:

Lisa Higgs, CAO/Clerk

"Approved electronically"



TOWNSHIP OF SOUTHWOLD
Report to Council

MEETING DATE: October 15, 2024

PREPARED BY: Paul Van Vaerenbergh, Public Works Superintendent
Brent Clutterbuck, Drainage Superintendent
Mike Taylor, Manager of Environmental Services

REPORT NO: ENG 2024-51

**SUBJECT MATTER: Activity Report for Infrastructure and Development team -
September 2024**

Recommendation(s):

None – For Council Information.

Purpose:

The purpose of the report is to update Council on the Infrastructure and Development Services team activities for September 2024.

Development:

- Attended Project Team meetings for the Shedden Wastewater Treatment Plant, process drawings from the supplier are completed, conceptual design from inlet to outlet is complete, detailed site plan design is underway. H2O to provide quotation for full SCADA implementation for pump stations and plant.
- Quarterly meeting with OCWA, to review operations of water and wastewater
- Annual risk assessment review with OCWA at the same meeting.
- Continued PSD Citywide Implementation, maintenance and service request software, roll out to occur in the next week or two.
- Continued work on the Talbotville EA, MECP scope has been established, Stantec team is working through the requirements. Samples for the stream have been taken to confirm previous parameters. Stream review underway for conveyance capabilities.
- Completed annual DWQMS review with the City of St Thomas for the Lynhurst Drinking water system.
- Meeting with local landowner to discuss possible land donation

- Local municipality meeting with the Ministry of Transportation of Ontario to continue dialogue and cooperation on the Talbotville By-Pass
- Continued assistance with the Talbotville Firehall Build
- Onsite meeting to review local rail operator and progress in track rehabilitation
- Met with developer to review requirements for housing construction in Iona
- Attended provincial funding announcement for the Shedden and Fingal Sanitary System
- Met with water meter supplier to discuss low to no cost service enhancements including existing functionality to red flag abnormal usage.
- Attended site visit for Roger's lease on the public works lands, the consultant has begun preparation of drawings and surveys
- Review of Talbotville Development Agreements with the developer, left in the hands of the developer to complete
- Completed Teetzel Agreement of Purchase and Sale
- Completed 90% review of the Public Works Building, construction tentatively scheduled to start in October.
- Attended brief St. Thomas Secondary Board Meeting.

- Total list of active subdivision/site plan files is shown below:

<u>Development Files</u>	<u>New this Month</u>	<u>Stage of Development Process</u>	<u>Settlement Area</u>
Talbotville Meadows Phase 1		Residential build out	Talbotville
The Clearing		Residential build out	Talbotville
Enclave Phase 1		Residential build out almost complete, working towards request for assumption	Talbotville
Florence Court		Residential build out, working towards request for assumption	Ferndale
Talbotville Meadows Phase 2		Working towards preliminary acceptance	Talbotville
40134 Talbot Line		Site plan agreement	Talbotville
McBain Line		Draft plan, working towards engineering submission	Ferndale
35743 Horton Street (Stoss)		Studies, preparing for draft plan submission	Shedden
4509 Union Road (Turville)		Working towards registration of subdivision	North Port Stanley
8068 Union Road		Studies, preparing for draft plan submission	Fingal
10247 Talbotville Gore Road		Studies, preparing for site plan	Talbotville
Talbotville Meadows Blocks 177 & 178	Reviewed Agreements with Developer	Pre-Consultation	Talbotville

4324 Thomas Road		Studies, preparing for draft plan submission	North Port Stanley
7882 Union Road		Pre-Consultation	Fingal
11085 Sunset Road		Pre-Consultation	Talbotville
35556 Fingal Line		Background information	Fingal
North of 9877 Union Road		Pre-Consultation	Shedden
Teetzel Development		Background information	Shedden
8115 Union Road		Consultation	Fingal
Field north/east of John Street		Consultation	Shedden
11570 Wonderland Road (Marcel Equipment)	Construction is Underway	Construction	Talbotville

Infrastructure:

a) *Water and Sanitary:*

- Building meter assemblies for office and repairs.
- Repairing Curbstops and main valve stacks.
- Ordered hydrant parts for Talbotville for spare parts inventory and repairs. Repaired two hydrants in Talbotville.
- Final meter reads completed.
- Third quarter water meter reading completed.
- Installed three new services for small development on Union Road. Replaced water service line for existing property as part of small development on Union Road.
- Dead-end flushing completed for September.
- Various locates completed as per requirements of One Call.
- Coordinating for new service to be completed on Lake Line.
- DWQMS Management Review completed with OCWA on Southwold Distribution System.
- Met with OCWA for review of Q2 operational reports on Southwold Distribution and Talbotville WWTP.
- 36-month Risk Assessment completed with OCWA on Southwold Distribution System.
- DWQMS Management Review completed with St. Thomas for Lynhurst Drive.
- Hydrant fall flushing commenced in late September. Anticipated to be completed over 4 weeks ending in mid-October.
- Contractor to install heat tracing on exterior part of sludge auger system to prevent freezing of internal components.
- Working with IT for access to SCADA HMI to improve operational efficiency at WWTP.

b) Roads and Bridges:

- Boxall Road received surface treatment, completing this project
- Lake Line was micro-surfaced which completes this project
- Burwell Road culvert replacement completed
- Line painting/stripping completed on all County and Township roads
- Magdala Road reconstruction initiated
- Guiderail repairs began
- Signs that failed retroreflective tests were replaced



2024 Capital Project Process:

2024	Budget	Actual	Status/Comment
Water and Sewer			
Shedden and Fingal Sewer	\$20-25 million		Grant Submission to Enabling Water Fund
Roads			
Lawrence Road Rehabilitation	\$365,000	\$ 191,636.42	Completed
Edge Paving	\$50,000		Completed
Boxall Road Edge Repairs and Surfacing	\$220,000	\$173,000 (to date)	Completed – might be some charges yet but all major items are accounted for
Magdala Road Design and Construction	\$230,000	\$276,903.52	To Council for Award
Thomas Engineering	\$160,000	\$123,814	Awarded to WT infrastructure, work underway
Public Works Building	\$4.8 million		60% Drawings Received

Roads Needs Study	\$30,000	\$24,614	Awarded to Clayton Watters Engineering. Presentation on October 15 agenda.
Bridges/Culverts			
Burwell Bridge	\$200,000	\$168,922	Under Construction
Lake Line Culvert	\$75,000		Spriets to complete design work
Lyle Bridge Rehabilitation	\$30,000	\$24,900	Spriets to complete design work, construction 2025
OSIM Inspections	\$10,000	\$ 9,350	Spriets to complete
Woodplant Design	\$75,000		To RFQ in the Spring
Iona Road Culvert Design	\$30,000	\$19,900	Awarded to Spriet, design to begin

c) Drainage:

Drains Before Council:

- **Gregory Drainage Works (2023):** Tenders were posted to Bids and Tenders on September 26, 2024 and will close on October 17, 2024, at 1:00pm
- **Taylor Drain:** Tenders were posted to Bids and Tenders on September 26, 2024 and will close on October 17, 2024 at 1:00pm

Construction:

- **Bogart Drain Branch C (Aug 2022):** Construction has been completed
- **Palmer/Bush Line Drain (Aug. 2022):** Construction, has started with the clearing of brush in the working area. VanGorp Drainage is contracted to do the work

In the hands of the Engineer:

- Best Drain (2024)
- Bowlby Fatcher Drain (2024)
- Jones Drain (2024)
- Edison Drain (2024)

For all the above drains the onsite meeting with the Engineer has been held, the Engineer is now surveying, reviewing their findings and preparing a draft plan to discuss with the affected landowners.

- **Ryan Drain (Sept 19):** the Engineer has reviewed the site work done; I need to meet with the proponent to give some instruction on some minor changes. Once done the report will be submitted to Council
- **Third Line – Magdala Drain (formerly Con 3, Lot 5 Drain): (June 12):** Council returned to Engineer.
- **Bogart Drain Ext. (Dec 15):** The proponent has asked that this drain be put on hold for the time being.
- **Maintenance:** Work being assigned to contractors as requests coming in. Drainage Superintendent has been out in the field looking at maintenance requests, reviewing contractor work and fielding landowner questions.

2024 Capital Project Process:

Palmer Drain	\$21,143.00
Gregory Drainage Works – Special Assessment waterline	\$27,800
Gregory Drainage Works –Boxall Road	\$389.00
Taylor Drain – 4 th Line	\$664.00

Financial Implications:

None.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity

Fiscal Responsibility and Accountability

**Respectfully Submitted by:
Infrastructure and Development
Services Team
"Submitted electronically"**

**Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"**



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15, 2024

PREPARED BY: Aaron VanOorspronk, Director of Infrastructure and Development Services & Corey Pemberton, Director of Building and Community Services

REPORT NO: ENG 2024-52

SUBJECT MATTER: Parks and Trails Master Plan

Recommendation(s):

THAT Report ENG 2024-52 relating to the Parks and Trails Master Plan, be received for information; and

THAT Council direct Staff to issue a Request for Proposal and authorize a budget of \$100,000 for the project.

Purpose:

This report seeks Council's direction to issue a Request for Proposal, a copy of which is attached to this report as Appendix A, soliciting the services of a qualified firm to complete a Parks and Trails Master Plan.

Background:

A key priority for Council has been the support and management of growth within the Township, particularly through planned investments in critical wastewater infrastructure in Talbotville and the Shedden and Fingal growth areas. These infrastructure investments, which are partly funded by the Housing Enabling Water Systems Fund, are expected to accelerate development. Staff anticipate several developers will submit draft subdivision plans for Shedden and Fingal by the end of 2024 and into early 2025. Talbotville and Ferndale also continue to see significant interest, with several projects awaiting additional wastewater treatment capacity.

While the focus has been on essential "hard" infrastructure, such as wastewater systems, Staff have increasingly discussed the impact of this growth on "soft" services, such as parks, trails, and recreational facilities. These amenities play a vital role in creating "complete" communities where people can live, work, and play. Council's Strategic Plan emphasizes goals like Managed Growth and Welcoming and Supportive Communities, which include long-term plans for maintaining and enhancing public infrastructure, including parks and recreational spaces.

Neighbouring communities have seen success by integrating active living infrastructure and parks into residential developments, enhancing community satisfaction and appeal. Council has also expressed a desire to promote mixed-use development and commercial areas to support the local economy and provide a range of housing options. A Parks and Trails Master Plan would support these goals by ensuring strategic planning for recreational spaces, promoting inclusivity, and fostering stronger community bonds.

As part of this master plan, an inventory of parklands would be conducted to identify excess lands, gaps in recreational space, and opportunities for improvement. The plan would offer recommendations on best use practices, including potential for commercial or mixed-use developments, and explore housing options such as senior living and starter homes to align with the Township's broader strategic goals.

Additionally, the plan would explore opportunities for mixed-use commercial and residential development on Township land adjacent to the firehall and how these developments could be connected to other community hubs through trails and green spaces.

Comment/Analysis:

Given the need for timely action to incorporate parks and trails into current and upcoming developments, Staff recommend undertaking a Parks and Trails Master Plan immediately, without waiting for the regular budget cycle. This proactive approach will ensure the Township can effectively guide development and infrastructure projects, including setting performance measures outlined in the Strategic Plan, such as kilometers of trails, community participation rates, and the establishment of a long-term capital plan for parks.

A Parks and Trails Master Plan would provide a solid foundation for several critical areas:

Developer Requirements: It would offer clear guidelines for developers on parkland dedication, trail development, and cash-in-lieu calculations, ensuring consistency and fairness.

Official Plan Integration: The plan could be incorporated into the Township's Official Plan, which is due for an update following recent changes to the Provincial Policy Statement (PPS) and the County's Official Plan.

Active Transportation: The master plan would facilitate the creation of an interconnected trail system, linking current and future destinations and encouraging active transportation within the Township.

Inclusivity and Shared Spaces: A focus on inclusive, accessible public spaces would promote community engagement and foster stronger social bonds, ensuring residents of all ages and abilities can enjoy these amenities.

By creating a clear, actionable roadmap with associated costs and timelines, the Parks and Trails Master Plan will help guide future investments and ensure that parks and recreation infrastructure keeps pace with the Township's growing population and development.

Financial Implications:

Staff recommend establishing a budget of \$100,000 for the Parks and Trails Master Plan, based on discussions with the Township's planning consultant. Staff recommend that this project be funded through a request to the Green Lane Trust Fund, alternatively the project can be funded through land sales and incorporated into the development charge study for recovery. This approach ensures that the plan's costs are managed within the broader framework of the Township's growth and development strategy.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully Submitted by:
Aaron VanOorspronk, CET.
Director of Infrastructure and
Development Services
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"



TOWNSHIP OF

Southwold

SOUTHWOLD RECREATIONAL TRAILS AND PARKS MASTER PLAN

**REQUEST FOR PROPOSAL
No. 2024-PR-001**

ELECTRONIC SUBMISSIONS ONLY

**Proposals shall be received by the Bidding System no later
than:**

November 15, 2024 @ 3:00 p.m. (local time)

Issue Date: <Insert Date>

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<LIST ADDITIONAL DOCUMENTS>		
Attached		

DEFINITIONS AND INTERPRETATIONS

The following definitions apply to the interpretation of the Request for Proposal Documents;

1. "Addenda or Addendum" means such further additions, deletions, modifications or other changes to any Request for Proposal Documents.
2. "Authorized Person" means;
 - i. For a Proponent who is an individual or sole proprietor that person.
 - ii. For a Proponent which is a partnership, any authorized partner of the Proponent.
 - iii. For a Proponent which is a corporation:
 - a) any officer or director of the corporation; and
 - b) any person whose name and signature has been entered on the document submitted with the Request for Proposal, as having been authorized to participate in the completion, correction, revision, execution, or withdrawal of the submission, whether that person is or is not an officer or director.
 - iv. For a Proponent that is a joint venture, the submission shall be signed by a person for and on behalf of each joint venture or, if they warrant that they have the authority vested in them to do so, one person so authorized may sign on behalf of all joint ventures.
3. "Bidding System" means the Township's bid portal website operated by bids&tenders™ and posted as <https://southwold.bidsandtenders.ca/Module/Tenders/en>
4. "Township" refers to the Corporation of the Township of Southwold.
5. "Designated Official" refers to the Director of Building and Community Services and the Director of Infrastructure and Development Services or designated representative.
6. "Proposal" means the Response in the form prescribed by this Request for Proposal Document and completed and submitted by a Proponent in response to and in compliance with the Request for Proposal.
7. "Proponent" means the legal entity submitting a proposal.
8. "Request for Proposal (RFP)" means the document issued by the Township in response to which Proponents are invited to submit a proposal that will result in the

satisfaction of the Township's objectives in a cost-effective manner.

9. "Successful Proponent" and/or "Service Provider" means the Proponent whose proposal has been approved by the Township.

SECTION 1.0 - INFORMATION TO PROPONENTS

1.1 Introduction and Background

The Township of Southwold (also referred to as Township within this document) is located in southwestern Ontario, generally between the shores of Lake Erie and the Thames River. The Township is located in Elgin County and is approximately 30 kilometers south of the City of London and is home to approximately 4,850 people (2021). For more information on the Township and the services we provide, visit www.southwold.ca.

The Township of Southwold is inviting proposals from qualified planning consultants to complete a Recreational Trails and Parks Master Plan that will meet the requirements of the Township as outlined in this Request for Proposal.

The successful proponent will possess the requisite technical skills to deal with the matters to be addressed in the following tasks and will be required to work directly with Township staff, the public and other agencies in a professional manner. The firm, in addition to technical qualifications, must exhibit skills such as timeliness, diplomacy, tact, strong communication ability and an understanding of the Township.

Further information regarding the scope of work is included in Section 2.0.

1.2 Proposal Format and Delivery

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions are not permitted.

All Proponents shall have a Bidding System Vendor account with bids&tenders™ and be registered as a Plan Taker for this RFP opportunity, which will enable the Proponent to download the Request for Proposal document, download Addendums, receive email notifications pertaining to this RFP and to submit their proposal electronically through the Bidding System.

Proponents are cautioned that the timing of their Proposal Submission is based on when the proposal is RECEIVED by the Bidding System, not when a proposal is submitted, as proposal transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time to complete your proposal submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

Proponents should contact bids&tenders™ support listed below, at least twenty-four (24)

hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their proposal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders™ support at support@bidsandtenders.ca.

Late Proposals are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Proponent has obtained this RFP document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the RFP opportunity.

Proponents may edit or withdraw their proposal submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

The onus unequivocally remains with the Proponent to ensure that the proposal is submitted electronically prior to the deadline and in accordance with the submission instructions.

The Township, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Township of any proposal, or by reason of any delay in the acceptance of any proposal.

The Township shall not be liable for any cost of preparation or presentation of proposals, and all proposals and accompanying documents submitted by the Proponent become the property of the Township and will not be returned. There will be no payment to Proponents for work related to, and materials supplied in the preparation, presentation and evaluation of any proposal, nor for the Contract negotiations whether they are successful or unsuccessful.

1.3 Designated Official

For the purpose of this contract Director of Infrastructure and Development Services of the Township is the "Designated Official" and shall perform the following functions: releasing, recording, and receiving proposals, recording and checking of submissions; answering queries from perspective proponents, considering extensions of time, reviewing proposals received, ruling on those not completing meeting requirements and coordinating the evaluation of the responses.

1.4 Questions / Inquiries

All inquiries regarding this *RFP* shall be directed through the Bidding System online by

clicking on the "Submit a Question" button for this bid opportunity. Questions submitted through the bidding system are directed to the Designated Official.

The deadline for submitting questions is noted in Section 1.7.

If during the period prior to submission of *proposals*, the Township determines, in its sole and unfettered discretion, that part of the RFP requires formal amendment or clarification, written addenda to this RFP will be distributed to all registered Proponents.

No clarification requests will be accepted by telephone, fax or in-person meeting. Responses to clarification requests will be provided to all interested parties. Inquiries must not be directed to other Township employees or elected officials. Directing inquiries to other than the Designated Official may result in your submission being rejected.

1.5 Site Tour & Information Meeting

For the purpose of this RFP a site tour is not applicable.

1.6 Addenda

The Township, may at its discretion, amend or supplement the RFP documents by addendum at any time prior to the closing date. Changes to the RFP documents shall be made by addendum only. Such changes made by addendum shall be supplementary to and form an integral part of the RFP documents and should be allowed for in arriving at the total cost. The Township will make every effort to issue all addenda no later than three (3) days prior to the closing date.

Proponents shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addendum and any applicable attachment.

It is the sole responsibility of the Proponent to have received all Addenda that are issued. Proponents should check online at <https://southwold.bidsandtenders.ca/Module/Tenders/en> prior to submitting their proposal and up until the RFP closing time and date in the event additional addenda are issued.

If a Proponent submits their proposal prior to the RFP closing time and date and an addendum has been issued, the Bidding System shall WITHDRAW the proposal submission and the bid status will change to an INCOMPLETE STATUS and Withdraw the proposal. The Proponent can view this status change in the "MY BIDS" section of the Bidding System.

The Proponent is solely responsible to:

- make any required adjustments to their proposal; and
- acknowledge the addenda; and

- Ensure the re-submitted proposal is RECEIVED by the Bidding System no later than the stated RFP closing time and date.

The Proponent shall not rely on any information or instructions from the Township or a Township Representative except the RFP Documents and any addenda issued pursuant to this section.

1.7 **RFP Schedule**

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Township reserves the right to modify or alter any or all dates at its sole discretion by notifying all Proponents through the bidding system.

Issue RFP:	October 16, 2024
Last Date for Questions:	November 8, 2024
RFP Close:	November 15, 2024
Award of Contract:	November 25, 2024

**Dates noted above are an approximation only and are subject to change.*

1.8 **Proponent Communications**

Each Proponent is solely responsible to ensure that all contact information for the Proponent is accurate and updated at all times during the RFP process. Proponents may update or revise their contact information in their Bidding System Vendor account. All correspondence from the Township to a Proponent will be issued through the Bidding System.

1.9 **Proponent Investigations**

Each Proponent is solely responsible, at its own cost and expense, to carry out its own independent research, due diligence or to perform any other investigations, including seeking independent advice, considered necessary by the Proponent to satisfy itself as to all existing conditions affecting the Proposal for this RFP. The Proponents' obligations set out in this RFP apply irrespective of any background information provided by the Township or information contained in the RFP Documents or in responses to questions.

The Township does not represent or warrant the accuracy or completeness of any information set out in the RFP Documents or made available to Proponents. The Proponents shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Proponents on any and all such information shall be at the Proponent's sole risk and without recourse against the Township.

1.10 **Notice of No Response**

If you are unable, or do not wish to provide a proposal, please complete a notice of no response form in the bidding system. It is important to the Township to receive a reply from all Proponents.

SECTION 2.0 - TERMS OF REFERENCE

2.1 Introduction

The Township of Southwold is experiencing a dynamic period of growth, marked by an increasing population and evolving community needs. In response to this growth, the Township is seeking the expertise of a planning consultant to help develop a comprehensive Parks and Trails Master Plan. The Township's vision is to create a connected, inclusive, and healthy community through quality investments in municipal parks and trails.

Southwold aims to foster a sustainable and welcoming environment that enhances the quality of life for all residents. The plan will focus on creating achievable and executable plans that ensure municipal parks and trails are well-maintained, accessible, and enjoyable for everyone. By prioritizing connectivity and inclusion, we aspire to build a community where residents can thrive, engage in outdoor activities, and enjoy the natural beauty of Southwold.

We invite planning consultants with a proven track record in community planning, sustainability, and recreational development to partner with us in this exciting endeavor. Together, we can create a vibrant and resilient community that values health, wellness, and environmental stewardship.

2.2 Background

The Township of Southwold, with a population of approximately 4,800 residents, is experiencing significant growth pressures, particularly in the two primary growth areas of Talbotville and Shedden/Fingal. These areas are rapidly expanding, necessitating a focused approach to address the recreational needs of the growing communities. The plan will concentrate on these growth areas, aiming to interconnect recreational facilities with residential neighborhoods, thereby encouraging residents to engage with nature.

The Township's main parks include the Keystone Complex, Talbotville Optimist Heritage Park, Talbotville Optimist Sports Park, Fingal Ball Park, Fingal Heritage Park, Ferndale Park, and Corsley Park. The Fingal Heritage Park has recently been updated and redesigned to include a small walking trail, playground, and Victorian gazebo. The Fingal Heritage Park will be outside the scope of this proposal, but should be considered by the consultant to inform the overall strategy. The Talbotville Optimist Heritage Park features soccer fields, a pavilion, a basketball court, and a playground. Talbotville Optimist Sports Park is equipped with ball diamonds, soccer fields, and a playground. Corsley Park is a large soccer facility with a playground and pavilion. Fingal Ball Park includes ball diamonds, a multi-use pad, and a pavilion. The Keystone Complex serves as a community center; it features a memorial facility, a ball diamond, green space, a rodeo ring and agricultural barn, tractor pull track and serves to host the Agricultural Fair, Rosy Rhubarb Festival and many other community events.

The plan will identify the specific needs for each parks, including popular amenities such as playgrounds, sports facilities, picnic areas, and trails. Recommended facilities should focus on providing recreational activities for a diverse demographic supporting play and healthy lifestyles for all ages. It will also highlight key destination points to enhance the overall recreational experience. A thorough assessment of the current land inventory will be conducted to match the identified needs, determining whether additional lands are required or if there are lands that could be declared surplus to municipal needs. The best use for any disposed lands, whether for residential, commercial, or other purposes, will be evaluated. Recommendations should be included that propose locations for future parks, required to support planned subdivision growth in the settlement boundary to help inform the Township's approach to Planning Act decisions for parkland acquisition.

Concept plans for proposed investments will be developed, detailing the costs and a capital plan for construction. This comprehensive approach ensures that the Township of Southwold can sustainably manage its growth while providing high-quality recreational opportunities for its residents.

2.3 **Scope of Services**

a) **Project Initiation and Data Collection**

- Conduct a project initiation meeting with Township staff, complete with minutes and actionable items
- Collect and review relevant data, including existing plans, policies, and demographic information. Township staff will provide all relevant documents, drawings and records pertinent to the work.
- Gather background information on the current state of parks and trails in Southwold including required site visits, Township staff can attend if requested

b) **Community Needs Assessment**

- Conduct a comprehensive needs assessment to identify community needs and preferences, focusing on the growth areas of Talbotville, Ferndale, Shedden and Fingal.
- Engage with residents, stakeholders, local conservation authorities, and community groups through online surveys, at least one public meeting, and/or workshops.
- Document and analyze feedback to inform the plan.

c) **Inventory and Analysis of Existing Facilities**

- Inventory and analyze existing parks, open spaces, and recreational facilities, including Keystone, Talbotville Heritage Optimist, Talbotville Optimist Park, Fingal Ball Park, and Corsley Park.
- Identify gaps and opportunities for improvement, focusing on accessibility, healthy

- living, and connectivity.
- Conduct a thorough assessment of the current land inventory to identify needs for additional parkland or surplus lands for disposal.
 - Work with Township Staff to determine the best use for disposed lands, whether for residential, commercial, or other purposes.
 - Assist with providing a framework for evaluating parkland acquisition related to plans of subdivision.
- d) **Development of Vision and Goals**
- Develop a vision and set goals for the parks and recreation system that align with community needs and preferences.
 - Ensure the vision and goals promote health, wellness, sustainability, and inclusivity.
- e) **Draft and Final Master Plan**
- Develop recommendations for new parks, facilities, and improvements to existing ones.
 - Enhance and maintain key parks such as Keystone, Talbotville Optimist Heritage Park, Talbotville Optimist Sports Park, Fingal Ball Park, and Corsley Park.
 - Ensure these parks and trails once completed, will provide popular amenities and serve as key recreational destinations for the community.
 - Ensure that parks and trails are developed and maintained sustainably, with a focus on environmental conservation.
 - Promote inclusivity by ensuring parks and trails are accessible to all residents, including those with disabilities.
 - Develop a clear and executable action plan with timelines, responsibilities, and budget estimates.
 - Provide detailed concept plans, cost estimates, and a capital plan for construction.
 - Establish metrics for assessing the success of the plan and mechanisms for ongoing review and adjustment.
 - Create Draft Parks and Trails Master Plan incorporating all the above, present to Township Staff for Comment and Review
 - Finalize the document, incorporating input from the draft review
 - Present the final document to Township Council

2.4 **Preliminary Project Schedule**

The anticipated project schedule will be as follows:

Award and Kickoff: November 2025

Background and Inventory Reviews: February 2025

Vision and Concept Development: April 2025

Draft Report: May 2025

Final Report: June 2025

2.5 **Deliverables**

The deliverables for this project are summarized below:

- Kickoff meeting;
- Regular meetings to inform Staff of plans progressive, or on an as needed basis.
- One Public Information Centre hosted by the Township in Shedden;
- Draft Report, including Colour Concept Plans in PDF format
- Final Report in PDF format
- Concept Plans in PDF and GIS Compatible format
- Capital Plan in PDF and Excel formats

2.6 **Information Provided by the Township**

The Township will supply the following items:

- 2023-2027 Strategic Plan
- 2020 Community Economic Development Plan
- 2014 Parks Strategic Plan
- Available Development and Concept Plans;
- Community Feedback previously collected
- As-built Records;
- Budget Information;
- Any other relevant information as requested

SECTION 3.0 - PROPOSAL REQUIREMENTS

3.1 Proposal Submissions

NOTE: This RFP template is a two stage submission style. A single stage RFP can also be selected.

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System. The Proposal Submission shall comprise of two (2) separate proposal submission files as detailed in section 3.2

Hardcopy submissions not permitted.

This RFP is a two-stage submission and requires that pricing be included separately as Part 2. Any submissions which contain pricing information in the Technical Proposal (Part 1) will be rendered informal and will be disqualified. All information related to fees/pricing must be submitted in Part 2 only.

Failure to include the submission requirements may result in your proposal being disqualified.

3.2 Proposal Submission Requirements – Technical Proposal (Part 1)

Proponents shall upload a PDF Proposal Submission to the Bidding System.

The submission shall be no longer than fifteen (15) single sided pages (Arial 12 font or equivalent), excluding the Curricula Vitae. The submission should include all of the information listed in this Technical Proposal Requirements section.

Each response to a request should clearly identify the section of this RFP to which it is responding (by number and heading). The Proponent should provide information of sufficient scope and depth to demonstrate the ability of the Proponent to deliver the services described in this RFP.

Information submitted is subject to verification, and further pertinent information may be obtained from references.

a) **Section 1: Overview**

A narrative demonstrating the firm's understanding of the full scope of services, reasons why the Proponent is interested in taking on this project and its familiarity with the Township of Southwold

b) **Section 2: Work Program**

Work Program Format

Provide a detailed project work plan summarizing the approach and methodology for the specific tasks proposed. The work plan shall include resources necessary to meet the project objectives and shall indicate the tools and techniques that will be used to ensure the project remains on budget and on schedule. The Proponent shall identify issues and risks associated with the project, including deviations to the project plan and how they would handle and manage the risks through the course of the project.

c) **Section 3: Project Team – Own Personnel**

Identify the Project Team proposed for the assignment. For each member of the Project Team, confirm if the individual is a full-time, permanent employee of the Proponent and the estimated number of hours allocated to accomplish each task by staff person.

Provide a complete company profile including the resumes and relevant experience (while employed by the proponent) of the proposed project manager. Provide confirmation that the individuals that will serve as the key personnel for the duration of the project assignment are available to work on this project. Provide prime consultant contact info for the Project Manager last two completed projects.

d) **Section 4: Project Team – Specialist Consultants**

Identify the other members of the Project Team proposed for the assignment. For each member of the Project Team, identify specific role/specialty, the individual responsible, and their specific experience as it pertains to this assignment.

Describe the organization of the Project Team. Demonstrate the experience and capability of the members of the Project Team. Provide resumes for all members of the project team clearly indicating that the personnel have experience in the provision of the Scope of Services; identification of the personnel's education qualifications, professional affiliations, years of experience in the field, and the number of years with the firm. It is important that your Project Team show a proven track record in designing and detailing similar facilities and show foresight in resolving problems before construction starts.

Provide confirmation that the individuals that will serve as the key personnel for the duration of the project assignment are available to immediately commence on this project.

e) **Section 5: Project Schedule**

Provide a comprehensive project timeline / schedule in the form of a Gantt chart (or

equal) which identifies the proposed scheduling of all major project tasks as identified in the Terms of Reference including scheduling of all milestones and any scheduling dependency relationships between activities, tasks and/or phases of the project. Indicate any possible areas that have flexibility to provide time and cost savings.

f) **Section 6: Client References**

Provide at least three (3) references the Township may contact. References should be from sources of similar project experience relevant to the requirements of this project and include projects where various timelines and schedules were managed simultaneously and the timeline and budget were met to deliver a successful project. Where the budget and timeline were not met, include details regarding the challenges faced and the workarounds utilized in order to complete the project.

g) **Section 7: Cost / Fees**

Provide a breakdown of fees to be charged including meeting costs and all hourly and/or daily rates by individual. In addition, the response must include an upset limit which will be the maximum to be charged for project.

Fees for incidental disbursements such as mileage, photocopying, etc. must be clearly indicated. Proponents must also state the distance upon which mileage claims would be expensed. Meals are not an allowable expense.

Your proposal must clearly state which services are not included in your financial proposal.

Fees & expenses shall not include contingencies or HST.

3.3 **Evaluation Process**

Each proposal will be evaluated on its clarity and the demonstrated understanding of the Project requirements, the services proposed and timeframes, as well as the proponent's experience and the anticipated benefit to the Township of Southwold. A short list of firms may be created for purposes of an interview or presentation, should this be required. Proponents may be contacted to explain or clarify their proposals; however, they will not be permitted to alter information as submitted.

An Evaluation Committee will be established from members of the Township or any others as deemed necessary.

Proposals will be evaluated on the basis of all information provided by the Proponent. Each

proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. Failure to comply with these requirements may deem the proposal non-responsive.

Selection of a proposal will be based on (but not solely limited to) the following criteria and any other relevant information provided by the Proponent at the time of submission as well as any additional information provided during subsequent meetings with the Proponent.

In recognition of the importance of the procedure by which a Proponent may be selected, the following criterion outlines the primary considerations to be used in the evaluation and consequent awarding of this project (not in any order). The Township reserves the right to evaluate and rank each submission using criterion noted. Actual scores will be confidential.

The Township reserves the right to request confidential references for any of the proponent's projects listed, as well as any of the proponent's other projects, and factor the ratings from all references, whether completed or in progress.

3.4 Evaluation Criteria

Submissions will be evaluated by an evaluation committee based on the following categories. The disclosure of the allocated weightings for each category is provided to assist in preparing a proposal that best meets the requirements of the Township.

By responding to this RFP, Proponents agree to accept the decision of the evaluation committee as final.

Proposals will be evaluated based on the following weighted evaluation factors:

Rated Criteria	Maximum Weight Points
PHASE 1 – TECHNICAL PROPOSAL	80 POINTS
Understanding of the Project	
Understanding of the Project Goals, Objectives, Scope and Key Issues	20
Methodology and Approach to Project Tasks, Deliverables	
Demonstrated Methodology and Approach to Completing Project Tasks and Deliverables	20
Project Team and Experience	
Project Manager, Experience and Qualifications	10
Key Team Members and Sub Consultants (if any), Experience and	10

Qualifications	
Project Firm Experience	
Firms previous relevant experience	10
Project Workplan (Time/Task Matrix) and Project Schedule	
Proposed Project Workplan and allocation of staff hours and appropriate resourcing	5
Proposed Project Schedule Timelines, Milestones, Submissions, etc.	5
PHASE 2 - FINANCIAL PROPOSAL	20 POINTS
Fees / Pricing / Total Overall Cost	20 points
TOTAL CUMULATIVE POINTS	100 POINTS

3.5 Ratings

For consistency, the following table describes the characteristics attributable to particular scores between 0-10.

0	Unacceptable	Did not submit information
1	Very Poor	Information provided does not meet any requirements
2	Poor	Barely meets some requirements, does not meet others.
3	Weak	Minimally addresses some, but not all of the requirement of the scope. Lacking in critical areas
4	Below Average	Addresses most of the requirements of the criteria to the minimum acceptable level. Lacking in some areas.
5	Somewhat Satisfactory	Addresses most, but not all, of the requirements of the criteria to the minimum acceptable level. May be lacking in some areas that are not critical.
6	Satisfactory	Adequately meets most of the requirements of the criteria. May be lacking in some areas that are not critical.
7	Good	Meets all requirements of the criteria.

8	Very Good	Somewhat exceeds the requirements of the criteria.
9	Excellent	Exceeds the requirements of the criteria in ways that are beneficial.
10	Outstanding	Proposal exceeds the requirements of the criteria in superlative ways / very desirable.

The lowest cost proposal shall be awarded the full amount of points available for the fee portion of the evaluation. All higher proposals shall be awarded points, rounded to the closest full point for the cost portion of the evaluation by the following:

$$\text{Lowest Cost} \div \text{Proposed Cost} \times \text{Maximum Points} = \text{Total Cost Points.}$$

It should be emphasized that pricing/cost is only one of the factors being considered in determining the successful Proponent.

In submitting a proposal, the Proponent acknowledges the Township's right to accept other than the lowest priced proposal and expressly waives all rights for damages or redress as may exist in common law stemming from the Township's decision to accept a proposal which is not the lowest price proposal, if it is deemed to be in the Township's best interest to do so.

All qualified proposal submissions will be reviewed and evaluated. Additional information may be requested if necessary.

Only the proposal response and Curricula Vitae requested will be evaluated. Proponents must include all relevant information in the required page limit restriction identified in section 3.2.

3.6 **Presentation and Interview**

The Township may have the two highest scoring Proponents attend an interview to present the evaluation team with additional insight into the Proponent's ability to meet the requirements as requested in the RFP. The Township reserves the right to interview more or fewer than two Proponents based on the scoring results. Note- If the Township elects to interview short listed proponents, the proposed Project Manager is required to attend.

The interviews would be conducted by the representatives of the Evaluation Committee via Zoom Web Conferencing. Senior staff members to be assigned to this project must attend the interview.

Presentations shall follow this general format:

- Introduction of Proponents Project Team (5 minutes)

- Proponent Presentation of the Proposal (15 minutes)
- Questions from Interview Committee (5 minutes)
- Questions from Proponents (5 minutes)

The Proponents will be notified of the final format and exact date and time for interviews / presentations in advance.

For the interview portion of the evaluation (if required), the Township of Southwold will be using the rating criteria shown below and will evaluate each short-listed Proponent only.

Interview Criteria and Weighting (Second Stage if required):

Criteria Category	Weighted Points
Presentation	25

The score from the proposal evaluations and the Interview will be combined to determine an overall score.

SECTION 4.0 - GENERAL CONDITIONS

4.1 Rights of the Township

The Township is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Township of any proposal or by reason of any delay in the award of the contract.

The Township reserves the right to accept any proposal, in whole or in part, that it feels most fully meets the selection criteria. Therefore, the lowest cost proposal, or any proposal may not necessarily be accepted. Township staff shall evaluate all compliant proposals received by the closing time and make evaluations and recommendations for acceptance.

The Township reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the Request for Proposal.

The Township reserves the right to modify any and all requirements stated in the Request for Proposal at any time prior to the possible awarding of the contract.

The Township reserves the right to cancel this Request for Proposal at any time, without penalty or cost to the Township. This Request for Proposal should not be considered a commitment by the Township to enter into any contract.

The Township reserves the right to enter into negotiations with the selected Proponent. If these negotiations are not successfully concluded, the Township reserves the right to begin negotiations with the next selected Proponent.

Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.

In the event of any disagreement between the Township and the Proponent regarding the interpretation of the provisions of the Request for Proposal, the Director of Financial Services or an individual acting in that capacity, shall make the final determination as to interpretation.

No proposal shall be accepted from any person or Proponent who, has a claim or has instituted a legal proceeding against the Township or against whom the Township has a claim or has instituted a legal proceeding, without the prior approval of Township Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

4.2 **Conflict of Interest**

The Proponent declares that no person, firm or corporation with whom or which the Proponent has an interest, has any interest in this RFP or in the proposed contract for which this proposal is made.

The Proponent further declares that no member of the Council of the Township and no officer or employee of the Township will become interested directly or indirectly as a contracting party, partner, shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

Should the Proponent feel that a conflict of interest or potential conflict of interest exists; the Proponent must disclose this information to the Township prior to the submission of a proposal. The Township may, at its discretion, delay any evaluation or award until the matter is resolved to the Township's satisfaction. The Township may allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the Township determines that it is in its best interests to do so.

The Township reserves the right to disqualify a proposal where the Township believes a conflict of interest or potential conflict of interest exists.

4.3 **Modified Proposals**

In the event that a preferred proposal does not entirely meet the requirements of the Township, the Township reserves the right to enter into negotiations with the selected Proponent, to arrive at a mutually satisfactory arrangement and to make any modifications to the proposal as are in the best interests of the Township.

4.4 **Disqualification of Proponents**

More than one Proposal from an individual firm, partnership, corporation or association under the same or different names will not be considered. A Proponent shall not discuss or communicate, directly or indirectly with any other Proponent, any information whatsoever regarding the preparation of its own Proposal or the Proposal of the other Proponent. Proponents shall prepare and submit Proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect with any other Proponent. Collusion between Proponents will be sufficient for rejection of any Proposals so affected.

4.5 **Confidentiality**

The proposal must not be restricted by any statement, covering letter or alteration by the Proponent in respect of confidential or proprietary information. The Township will treat all proposals as confidential. The Township will comply with the Municipal Freedom of Information and Protection of Privacy Act, and its retention by-law pursuant to the Municipal Act, in respect of all proposals. All Public Reports approved by the Council of the Township will become public information.

4.6 **Proposal Assignments**

The successful Proponent will not be permitted to assign or transfer any portion of the proposal as submitted or the subsequent agreement without prior written approval from the Township.

4.7 **Purchasing Policy**

Submissions will be solicited, received, evaluated, accepted and processed in accordance with the Township's Purchasing Policy as amended from time to time. In submitting a proposal in response to this RFP, the Proponent agrees and acknowledges that it has read and will be bound by the terms and conditions of the Township's Purchasing Policy. The Purchasing Policy can be viewed on the Township's website, www.southwold.ca.

4.8 **Failure to Perform**

Failure to comply with all terms and conditions of this proposal, and failure to supply all documentation, as required herein, shall be just cause for cancellation of the award. The Township shall then have the right to award this contract to any other Proponent or to re-issue this RFP.

4.9 **Award and Agreement**

The Proponent that fully meets the requirements and scores the highest based on the evaluation criteria, will be recommended for award. Once the award is made and approved by the Township or Township Council, the report recommending such award including the total cost of the awarded project shall be a matter of public record, unless otherwise determined by Council.

A written agreement, prepared by the Township shall be executed by the Township and the successful Consultant. The complete proposal package submitted by the successful proponent, together with the entire Request for Proposal documents prepared by the Township of Southwold, shall form part of the Agreement (see attached sample of agreement in Appendix A).

4.10 **Insurance Requirements**

Any agreement resulting from this RFP will contain the following insurance requirements:

- a) Comprehensive general liability insurance including bodily injury, property damage liability, personal injury liability, completed operations liability, blanket contractual liability, non-owned automobile and shall contain a severability of interest and cross liability clause to a limit of no less than five million (\$ 5,000,000) dollars in respect to any one occurrence. The above-mentioned policy shall be endorsed to include the Township of Southwold as an Additional Insured.
- b) Professional Liability insurance covering all activities as described in the Proponent's proposal to a limit of no less than two million (\$2,000,000) per claim and in the aggregate. Such insurance shall provide coverage for errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the Agreement. Upon completion of the work the policy shall remain in force for twelve (12) months. The Proponent must confirm that any property damage, personal injury or bodily injury resulting from an error or omission is considered an insurable loss whether coverage is under the Comprehensive General Liability Policy or the Professional Liability Policy (Errors & Omissions).
- c) Standard OAP 1 Automobile liability policy in the amount of two million (\$2,000,000) dollars.
- d) The aforementioned policies of insurance shall contain or shall be subject to the following terms and conditions:
 - be written with an insurer licensed to do business in Ontario;
 - be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to the Township of Southwold;
 - contain an undertaking by the insurer to notify the Township in writing not less than sixty (60) days before any material change in risk or cancellation of coverage.
 - any deductible amounts shall be borne by the Proponent.
 - Prior to the execution of the Agreement and within fifteen (15) business days of the placement, renewal, amendment, or extension of all or any part of the insurance, the Proponent shall promptly provide The Township of Southwold with confirmation of coverage insurance and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Agreement.

4.11 **Indemnification**

The successful Proponent shall indemnify and hold harmless the Township of Southwold, its officers, Township Council, Employees and volunteers from and against any liabilities, claims, expenses, demands, loss, cost, damages, suits or proceedings by whomsoever made, directly or indirectly arising directly or indirectly by reason of a requirements of this agreement save and except for damage caused by the negligence of the Township or their employees.

4.12 **WSIB Requirements**

The successful Proponent shall furnish a WSIB Clearance Certificate **prior** to commencement of work and agrees to maintain their WSIB account in good standing throughout the contract period.

If the successful Proponent is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the Township of Southwold prior to commencement of work.

4.13 **Compliance with the Accessibility for Ontario with Disabilities Act 2005**

The Proponent shall ensure that all its employees and agents receive training regarding the requirements as outlined in the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) as well as the Ontario Human Rights Code. The Proponent is responsible to ensure that all of its employees, volunteers and others for which the Proponent is responsible are adequately trained.

In accordance with the *Accessibility for Ontarians with Disabilities Act, 2005 Integrated Accessibility Standards Regulation (Ontario Regulation 191/11)*, the Township requires content created for the municipality that is to be posted on our website to be provided in a format which is compliant with WCAG 2.0 Level AA requirements. As required under Section 14 of the regulation, any content published on our website after January 1, 2012 needs to be compliant with the WCAG requirements by the timelines set out in the Regulation. It is the successful Proponent's responsibility to produce the required documents in an accessible format

4.14 **Disqualification**

The Township may, in its sole discretion, disqualify a proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the Agreement by the Township, if,

- the Proponent fails to cooperate in any attempt by the Township to verify any information provided by the Proponent in its proposal;
- the Proponent contravenes one proposal per Person or Entity;
- the Proponent fails to comply with the laws of Ontario or of Canada, as applicable;
- the Proposal contains false or misleading information;
- the Proposal, in the opinion of the Township, reveals a material conflict of interest;
- the Proponent misrepresents any information contained in its proposal.

4.15 **Record and Reputation**

Without limiting or restricting any other right or privilege of the Township and regardless of whether or not a proposal or a Proponent otherwise satisfies the requirements of this RFP, the Township may disqualify any proposal from any Proponent, where;

- In the opinion of the Township Solicitor or the Purchasing Coordinator for the Township, the commercial relationship between the Corporation of the Township of Southwold and the Proponent has been impaired by the prior and/or current act(s) or omission(s) of each Proponent, including but not limited to:
 - a) Litigation with the Township;
 - b) The failure of the Proponent to pay, in full, all outstanding accounts due to the Township by the Proponent after the Township has made demand for payment;
 - c) The refusal to follow reasonable directions of the Township or to cure a default under a contract with the Township as and when required by the Township or its representatives;
 - d) The Proponent has previously refused to enter into an Agreement with the Township after the Proponent's proposal was accepted by the Township;
 - e) The Proponent has previously refused to perform or to complete performance of contracted work with the Township after the Proponent was awarded the contract;
 - f) Act(s) or omission(s) of the Proponent has resulted in a claim by the Township, under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on an RFP within the previous five years.

- In the opinion of Township Council or the Chief Administrative Officer, or their designate, there are reasonable grounds to believe that it would not be in the best interests of the Township to enter into an Agreement with the Proponent, for reasons including but not limited to the conviction or finding of liability of or against the Proponent or its officers or directors and any associated entities under any taxation legislation in Canada, any criminal or civil law relating to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation, the Environmental

Protection Act or corresponding legislation in other jurisdictions, any law regarding occupational health or safety or the Securities Act or related legislation.

4.16 **Proponent's Costs**

The Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses related to the Proponent's involvement in;

- the preparation, presentation and submission of its proposal;
- the Proponent's attendance at the Proponent's meeting;
- due diligence and information gathering processes;
- site visits and interviews;
- preparation of responses to questions or requests for clarification from the Township;
- preparation of the Proponent's own questions during the clarification process; and,
- agreement discussions.

The Township is not liable to pay such costs and expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of the RFP Process, including the rejection of all proposals or the cancellation of the RFP, and including any negligence of the Township in the conduct of the RFP process.

4.17 **Legal Matters and Rights of the Township**

This RFP is not an offer to enter into either a bidding contract (often referred to as "Contract A") or a contract to carry out the project (often referred to as "Contract B"). Neither this RFP nor the submission of a proposal by a Proponent shall create any contractual rights or obligations whatsoever on either the Proponent or the Township.

The Township may at its sole discretion change or discontinue this RFP process at any time whatsoever. The Township may in its sole discretion enter into negotiations with any person, whether or not that person is a Proponent or a Short-Listed Proponent with respect to the work that is the subject of this RFP.

The Township may at its sole discretion decline to evaluate any proposal that in the Township's opinion is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation.

Without limiting the generality of the RFP, the Township may at its sole discretion and at any time during the RFP process;

- reject any or all of the Proposals;
- accept any Proposal;

- if only one Proposal is received, elect to accept or reject it;
- elect not to proceed with the RFP;
- alter the timetable, the RFP process or any other aspect of this RFP; and
- cancel this RFP and subsequently advertise or call for new Proposals for the subject matter of this RFP.

In addition to and notwithstanding any other term of this RFP, the Township shall not be liable for any damages resulting from any claim or cause of action, whether based upon an action or claim in contract, warranty, equity negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise of the Township and including any claim for direct, indirect or consequential damages, including but not limited to damages for loss of profit, loss of reputation, injury to property and bodily injury that results from the Proponents' participation in the RFP process, including but not limited to;

- the disclosure of a Proponent's confidential information;
- the costs of preparation of a Proponents Proposal, whether it is accepted, disqualified or rejected;
- any delays, or any costs associated with such delays, in the RFP process;
- any errors in any information supplied by the Township to the Proponents;
- the cancellation of the RFP; and
- the award of the contract to a Proponent other than the Proponent recommended by the Proposal Review Committee.

4.18 **Human Rights, Harassment and Occupational Health and Safety**

The successful Proponent shall be required to comply with the Township's policies regarding Human Rights, Harassment in the Workplace and Occupational Health and Safety as well as all Provincial and Federal laws, regulations and guidelines regarding Human Rights, Harassment in the Workplace and Occupational Health and Safety.

4.19 **Clarification**

The Township may require the Proponent to clarify the contents of its proposal, including by the submission of supplementary documentation, or seek a Proponent's acknowledgement of the Township's interpretation of the Proponent's proposal.

The Township is not obliged to seek clarification of any aspect of a proposal.

4.20 **Supplementary Information**

The Township may, in its sole discretion, request any supplementary information whatsoever

from a Proponent after the submission deadline including information that the Proponent could or should have submitted in its proposal prior to the submission deadline. The Township is not obliged to request supplementary information from a Proponent.

4.21 **Default / Non-Performance**

The Township will reserve the right to determine “non-performance” or “poor quality” of service and further reserves the right to cancel any or all of this contract at any time should the Proponent’s performance not meet the terms and conditions of the RFP upon 30 days written notification to the Proponent.

“Non-performance” shall mean the failure to meet the complete terms and conditions of this Contract including, but not limited to, the response time. In the event of such cancellation, the Township retains the right to claim damages as a result of such default.

If the Township terminates the Contract, it is entitled to:

- a) withhold any further payment to the Proponent until the completion of the work and the expiry of all obligations under the Contract; and
- b) recover from the Proponent any loss, damage and expense incurred by the Township by reason of the default (which may be deducted from any monies due or becoming due to the Proponent).

APPENDIX A - SAMPLE AGREEMENT

THIS AGREEMENT made in effective this XXXX day of XXXXXXXX, 2023.

BETWEEN:

CORPORATION OF THE TOWNSHIP OF SOUTHWOLD
(hereinafter called “Township”)

OF THE FIRST PART

- AND -

(hereinafter called “Consultant”)

OF THE SECOND PART

WHEREAS on <Insert Date>, the Township issued Request for Proposal No. <Insert #> and Addendum No. <X> dated <Insert Date> for <Insert Project Name> for the Township of Southwold (the “RFP”);

AND WHEREAS on <Insert Date> the Consultant submitted a proposal in response to the RFP (the "proposal");

AND WHEREAS the Township wishes to enter into an agreement with the Consultant for the services, as more particularly described in the RFP Terms of Reference, attached hereto as Schedule A forming part of this Agreement (the "Services");

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) now paid by the Consultant to the Township and performance of the promises, obligations and covenants herein contained, the receipt and sufficiency of which consideration is hereby irrevocably acknowledged, the Parties hereto covenant and agree as follows:

ARTICLE 1

The Consultant shall provide the Services set forth in Schedule "A" hereto, including but not limited to satisfaction of all Evaluation and Service Requirements and Qualifications and Requirements as set forth therein; provided that, if there should be any conflict between the text of this Agreement and the provisions of the said Schedule "A", the text of this Agreement shall prevail.

ARTICLE 2

The Township covenants with the Consultant that the Consultant, having in all respects complied with the provisions of this Agreement, will be paid for and in respect of all the work, at the quoted rates or lump sum amount as summarized below:

- \$XX.00 per XXX for the period of <Insert Date> to <Insert Date>
- OR State Lump Sum Amount

ARTICLE 3

The Term of this Agreement is for a three-year term, deemed to commence on or about <Insert Date> and expire on <Insert Date>; provided further that the Township, in its unfettered discretion, may extend the within Agreement up to an additional XXX (X) years upon mutual agreement between both Parties.

ARTICLE 4

A copy of each of the Terms of Reference and Addendum No. XX are hereto annexed (as Schedule A) and together with the Consultant Proposal, General Conditions, Proposal Requirements and Information for Proponents relating to the work contemplated herein, even though not attached, all as listed in the RFP document, form part of and are deemed to be incorporated into this Agreement.

ARTICLE 5

In case of any inconsistency or conflict between the provisions of this Agreement and the Terms of Reference or General Conditions or RFP or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- a) Agreement;
- b) Addenda;
- c) Terms of Reference;
- d) Consultant Proposal;
- e) General Conditions;
- f) Proposal Requirements;
- g) Information to Proponents.

ARTICLE 6

Either Party may terminate this Agreement at any time, without notice or creation of any right to compensation or damages, for just cause, which shall include, without limitation, dishonesty, fraud, willful deceit or failure to properly fulfill the obligations hereunder where such failure is not remedied within ten (10) days after notice of same is given.

Notwithstanding that set forth immediately above, either Party hereto may terminate this Agreement, for convenience and without creating any right to compensation or damages, upon giving at least ninety (90) days written notice to the other Party.

ARTICLE 7

The Consultant shall indemnify and save harmless the Township, including its elected officials, officers, employees and agents and further including their respective heirs, executors, administrators, and assigns (hereinafter collectively the "Releasees") from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs as between a solicitor and his or her own client), interest, or damages of every nature and kind whatsoever as arising from the negligence, errors, omissions, fraud, or willful misconduct of the Consultant, including its officers, employees, servants, agents, and consultants or sub-consultants, or any one or combination of them, as attributable or connected with the performance, non-performance, or purported performance by the Consultant of any promise, obligation, or covenant as contemplated by this Agreement, save and except to the extent that same is attributable to or caused by the negligence of the Township, its officers, employees, servants, agents, or consultants or sub-consultants, or any

one or combination of them. Furthermore, this indemnity shall survive the expiration or termination of this Agreement and continue thereafter in full force and effect.

ARTICLE 8

This Agreement together with its Schedule constitutes the entire understanding between the Parties. Any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing, and signed by both Parties. Failure on the part of either Party to insist upon the strict observance of any of the terms and/or conditions herein shall not operate as a waiver of such Party's right to require the future observance of any such terms or conditions.

ARTICLE 9

The Consultant declares that it has either investigated for itself the character of the work and all local conditions that might affect the proposal or acceptance of the work, or that not having so investigated, it is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character or more onerous to fulfill, than was contemplated or known when the proposal was made of the Contract signed. The Consultant also declares that it did not and does not rely upon information furnished by any methods whatsoever, by the Township or its officers or employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Township.

ARTICLE 10

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party at the following addresses:

TOWNSHIP: Corporation of the Township of Southwold
35663 Fingal Line
Fingal, ON N0L 1K0

CONSULTANT: _____

Either Party may from time to time change its address for service by notice to the other Party as previously set out.

For the purposes immediately set forth above, Notices which are served in the manner as set out above shall be deemed sufficiently given for all purposes of this Agreement, in the case of those personally served directly upon the Party to be deemed to have been completed upon the date of service, and in the case of registered mail, on the third postal delivery day following the mailing of the Notice. Should normal service of mail be interrupted by strikes, slowdown or other cause, then the Party sending the Notice shall use any similar service which is not been so interrupted in order to secure prompt receipt of the Notice and for purposes of this Agreement such service shall be deemed to be personal service.

ARTICLE 11

This Agreement shall not be assigned, in whole or in part, by either Party hereto without the prior written consent of the other Party.

ARTICLE 12

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and, when applicable, the Dominion of Canada.

ARTICLE 13

All obligations under this Agreement shall be considered a separate covenant and any declaration of invalidity of any such covenant shall not invalidate any other such covenant.

ARTICLE 14

The Contract shall apply to and be binding on the parties hereto, their heirs, executors, successors, administrators, and assigns jointly and severally.

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ARTICLE 15

This Agreement may be executed in several counterparts, each of which, when so executed, shall constitute but one and the same document. This Agreement may also be signed in paper form, by facsimile signature or by electronic signature in accordance with section 11 of the Electronic Commerce Act, 2000 (Ontario). It may also be signed, whether or not in counterpart, scanned to Adobe® Portable Document Format (PDF) and delivered by way of electronic mail.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals on the day and at the location indicated below or otherwise caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

_____	) Corporation of the Township of Southwold
Date:)
_____)
Location	) Per: _____
	) Name: Grant Jones
Officer/Clerk	) Position: Mayor
)
)
Corporation	) Per: _____
	) Name: Lisa Higgs
	) Position: Chief Administrative
)
	) We have the authority to bind the
)
)
	) <INSERT CONSULTANT NAME>
)
)
_____	) Per: _____
Date:	) Name: _____
_____	) Position: _____
Location)
	) I have the authority to bind the Corporation



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15, 2024

PREPARED BY: Aaron VanOorspronk, Director of Infrastructure and Development Services

REPORT NO: ENG 2024-53

SUBJECT MATTER: Flood Mapping Grant Opportunity

Recommendation(s):

THAT Council direct Staff to apply for a grant through the Flood Hazard Identification and Mapping Program and;

THAT Council approve a Township contribution of \$67,500 to be requested from Green Lane Trust Fund.

Purpose:

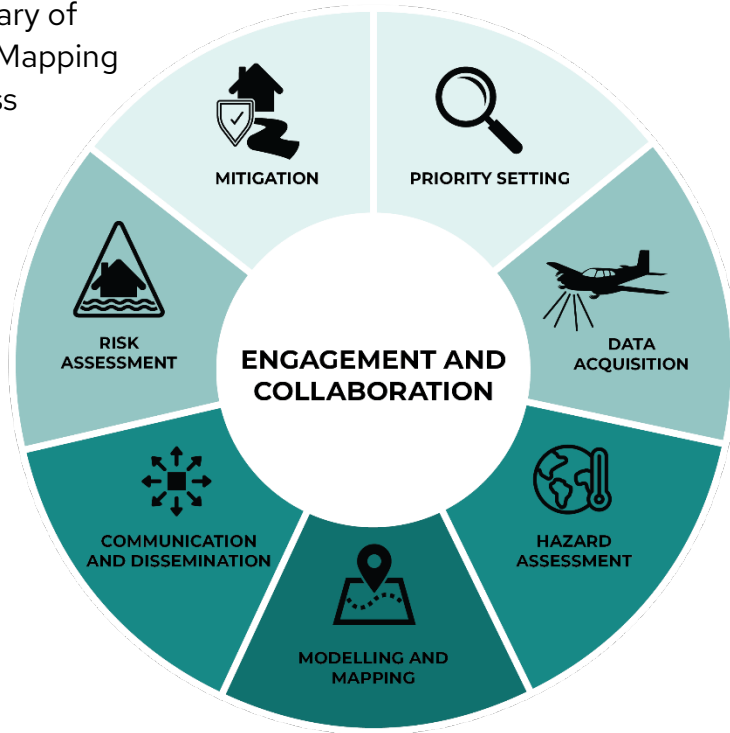
This report seeks Council's endorsement to collaborate with Lower Thames Valley Conservation Authority (LTVCA) on a grant application to the Flood Hazard Identification and Mapping Program.

Background:

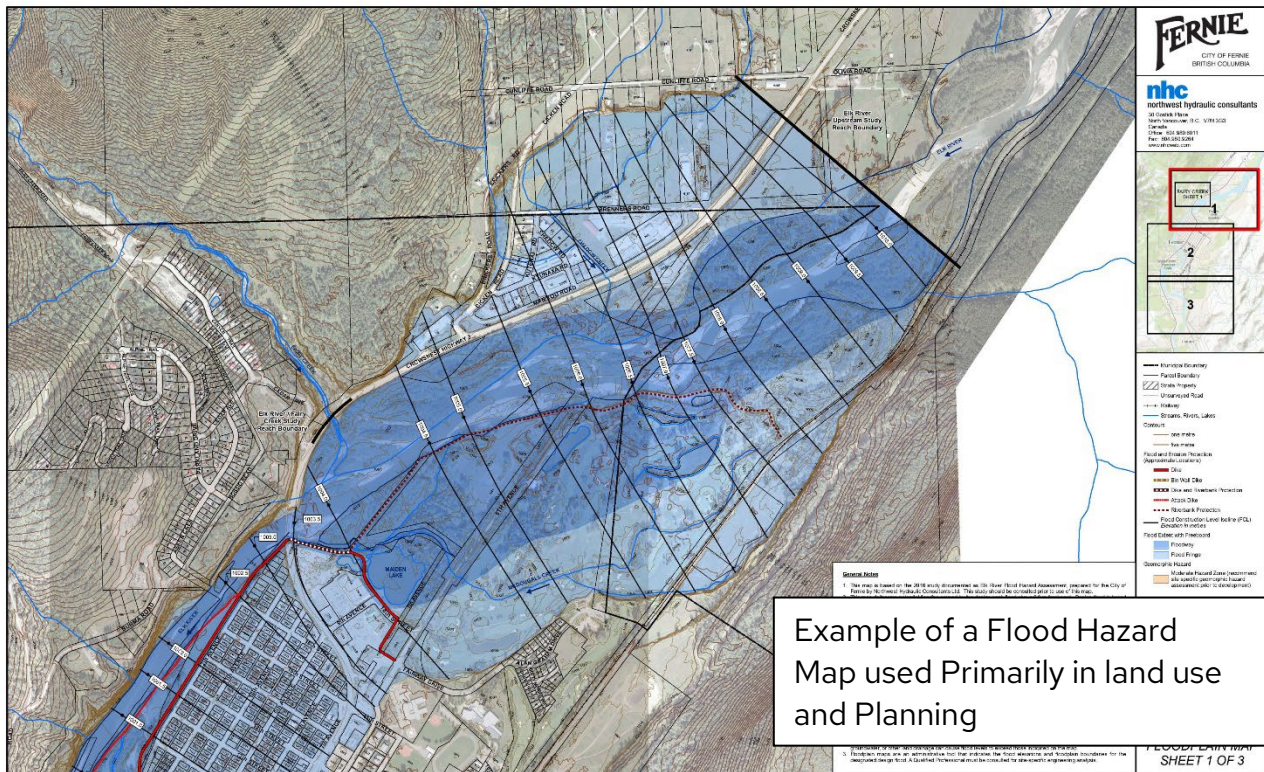
The Flood Hazard Identification and Mapping Program (FHIMP), managed by the Ministry of Natural Resources (MNR), is critical in identifying and mapping flood-prone areas to support effective community flood risk management and mitigation. Through partnerships with provincial, territorial, and municipal governments, FHIMP produces accurate flood hazard maps using advanced techniques such as topographic analysis, hydrological modeling, and historical flood data. These maps are essential tools for guiding land-use planning, zoning regulations, and building codes to reduce the vulnerability of communities and infrastructure to flooding.

The FHIMP also promotes disaster risk reduction by helping communities assess flood impacts and implement proactive mitigation measures. By providing this information to urban planners, developers, insurance companies, and the public, the program enables informed decision-making regarding flood risk and preparedness.

Summary of Flood Mapping Process (MNR)



As climate change increases the frequency and intensity of extreme weather events, the FHIMP has adapted by integrating climate projections into its flood risk assessments. This ensures that flood maps reflect evolving risks and that communities can adjust their infrastructure, emergency response plans, and land-use strategies accordingly. Overall, the FHIMP is vital for building resilience, safeguarding communities, and promoting sustainable development in flood-prone areas.



Staff were informed by the MNR that the FHIMP has been extended, with matching funds of up to 50% available for eligible flood mapping projects. Given that such projects align with the expertise of conservation authorities, it is advantageous to partner with them. Recently, Kettle Creek Conservation Authority successfully completed a similar project, prompting staff to reach out to LTVCA to explore potential collaborations. LTVCA expressed interest in a project for Talbot Creek, which has not yet been subject to detailed mapping analysis.

LTVCA developed a preliminary project scope, covering approximately 33 km, starting at the Township boundary on Iona Road and extending through the settlement areas of Fingal and Shedden. This analysis will utilize as-built drawings, LiDAR data, and localized surveying to conduct a detailed hydraulic analysis and flood mapping of Talbot Creek and its tributaries. LTVCA will lead the project, manage the request for proposal (RFP) process, hire a qualified consulting firm, and oversee the deliverables. Township and LTVCA staff will collaborate to support the consultant by providing data such as GIS mapping and flood limits based on various rain events, as well as printed maps and other resources.

Financial Implications:

The FHIMP offers matching funds of up to 50% of project costs, requiring a commitment from the Township. LTVCA provided the following cost estimate and breakdown:

Project Component	Contributing Party	Cost
Project Management	LTVCA	\$15,000
Consultant Fees	Township of Southwold	\$67,500
Grant Funding	FHIMP (MNR)	\$82,500
Project Total:		\$165,000

Understanding that this project would provide a wide-ranging benefit to the entire municipality within the catchment area, Staff recommend that Council submit a request to the Green Lane Community Trust Fund for \$67,500 for the Township portion of the funding.

Comment/Analysis:

Completing a detailed flood mapping analysis of Talbot Creek will provide several key benefits, particularly within the proposed settlement areas. The establishment of clear flood boundaries will help guide development, ensuring it remains outside flood-prone areas and protecting residents from flooding risks. This mapping will also clarify flood regulations and may reduce the need for individual flood assessments on properties, simplifying the development approval process for landowners.

Partnering with LTVCA fosters strong collaborative relationships and enhances service delivery for the community, while leveraging their expertise to minimize financial costs. If successful, Township staff will work alongside LTVCA to support the project by providing necessary records and administrative assistance, ensuring both the grant application and project are successful.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully Submitted by:
Aaron VanOorspronk, CET.
Director of Infrastructure and
Development Services
“Submitted electronically”

Approved by:
Lisa Higgs, CAO/Clerk
“Approved electronically”



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15, 2024

PREPARED BY: Aaron VanOorspronk, Director of Infrastructure and Development Services

REPORT NO: ENG 2024-54

SUBJECT MATTER: North Shedden Sanitary System Design

Recommendation(s):

THAT Council award engineering services for the North Shedden Sanitary System to Cyril J. Demeyere Ltd for a budget amount of \$335,000 excluding HST and;

THAT Council provide an allowance of \$70,000 for geotechnical services to be awarded at a later date.

Purpose:

This report seeks Council's approval to award engineering services for the sanitary system servicing for North Shedden to Cyril J. Demeyere Ltd. (CJDL) and allocate an allowance for SCADA integration and the timely execution of required geotechnical services. This will ensure that the project remains on schedule and complies with regulatory requirements.

Background:

The initial design of sanitary servicing for Shedden limited the Township-installed sanitary sewer to the intersection of Talbot Line and Union Road. The original plan made it the developers' responsibility to extend the sanitary system from this point and to contribute to its expansion as future developments grew. However, when the application for the Housing Enabling Water Systems Fund (HEWSF) became available, the Township submitted a proposal that expanded the scope of the Township elements to maximize the benefit to the community. The extended plan included the construction of additional infrastructure, such as gravity sewers in Fingal, extending through Fowler Street and Millpark Street, a pump station and forcemain for North Shedden, and a gravity sewer for the central lands north of Talbot Line.

One of the developers in the northwest corner of Shedden had already retained CJDL for their subdivision and the design of a pump station and forcemain connecting to the gravity sewer on Union Road. With the availability of grant funding and the expansion of the project’s scope, it is advantageous for the Township to assume responsibility for these projects. Given that CJDL has already completed significant background work, it is logical to continue working with them under an agreement to finalize the remaining tasks. Staff requested a proposal from CJDL for Council’s review, which is attached to this report as Appendix A.

Financial Implications:

The submitted proposal outlines the project’s tasks, which involve the engagement of several sub-consultants for the design. The proposal does not include a geotechnical investigation allowance required under Excess Soils Regulations (O.Reg 406/19), so staff have added an allowance based on the costs of a similar project along Union Road. Additionally, an allowance for SCADA integration with the Shedden Wastewater Treatment Facility (WWTP) has been included.

Task/Component	Cost (exclude HST)
Task 1: Base Plan	\$35,000
Task 2: Master Servicing Plan and Report	\$10,000
Task 3: Detailed Design & Drawings	\$130,000
Task 4: Contract Admin & Inspection	\$100,000
Allowance for SCADA integration with WWTP and Prefab Building	\$50,000
Task 5: Project Completion	\$10,000
Geotechnical Allowance	\$70,000
Estimated Project Total (exclude HST)	\$405,000

The project will be funded by the Housing Enabling Water Systems Fund (HEWSF), covering 73% of the cost (\$295,650), with the Township covering the remaining 27% (\$109,350). The Township’s portion will be recovered through connection fees.

Comment/Analysis:

Given the scale and importance of this project, staff recommend proceeding with Cyril J. Demeyere Ltd. (CJDL) as the sole-source engineering consultant for the following reasons:

- **Timely Execution:** It is crucial that this project be completed promptly to align with the upcoming construction phases in South Shedden, planned for spring 2025. Selecting CJDL allows for immediate continuation without delays in project re-briefing or re-tendering, ensuring everything is tendered by October 2025.
- **Competitive Engineering Cost:** Staff reviewed costs compared to other Township projects and they are inline with consultant fees that were awarded in 2021. There is also value-added service in providing a master plan for North Shedden to inform future servicing decisions.
- **Competitive Construction Pricing:** Recent trends suggest that construction pricing remains competitive for 2024 into 2025, but costs are expected to rise as many projects move from the development to execution phase. By moving forward now, it is reasonable to assume favorable pricing for materials and labor.
- **Consultant Experience and Reputation:** CJDL has already completed significant background work and has strong ties with local developers. Their familiarity with the project, expertise in sanitary system design, and reputable standing in the industry make them a reliable choice to oversee this complex project.
- **Long-Term Infrastructure Benefits:** This project presents an opportunity to establish a robust pump station with SCADA connectivity to the Shedden WWTP, ensuring seamless integration, remote monitoring, and long-term operational efficiency. The design will prioritize durability, ensuring that the infrastructure serves the community reliably for decades.

Proceeding with CJDL will maintain momentum on this critical project, securing timely completion, cost-efficiency, and a high level of service for the Township. Staff recommend moving forward with this proposal to capitalize on current funding opportunities and to meet the project's objectives. The Township's procurement policy allows for sole-sourcing of engineering works, for project continuation.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully Submitted by:
Aaron VanOorspronk, CET.
Director of Infrastructure and
Development Services
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"

24055

8 October 2024

Mr. Aaron VanOorspronk,
Township of Southwold

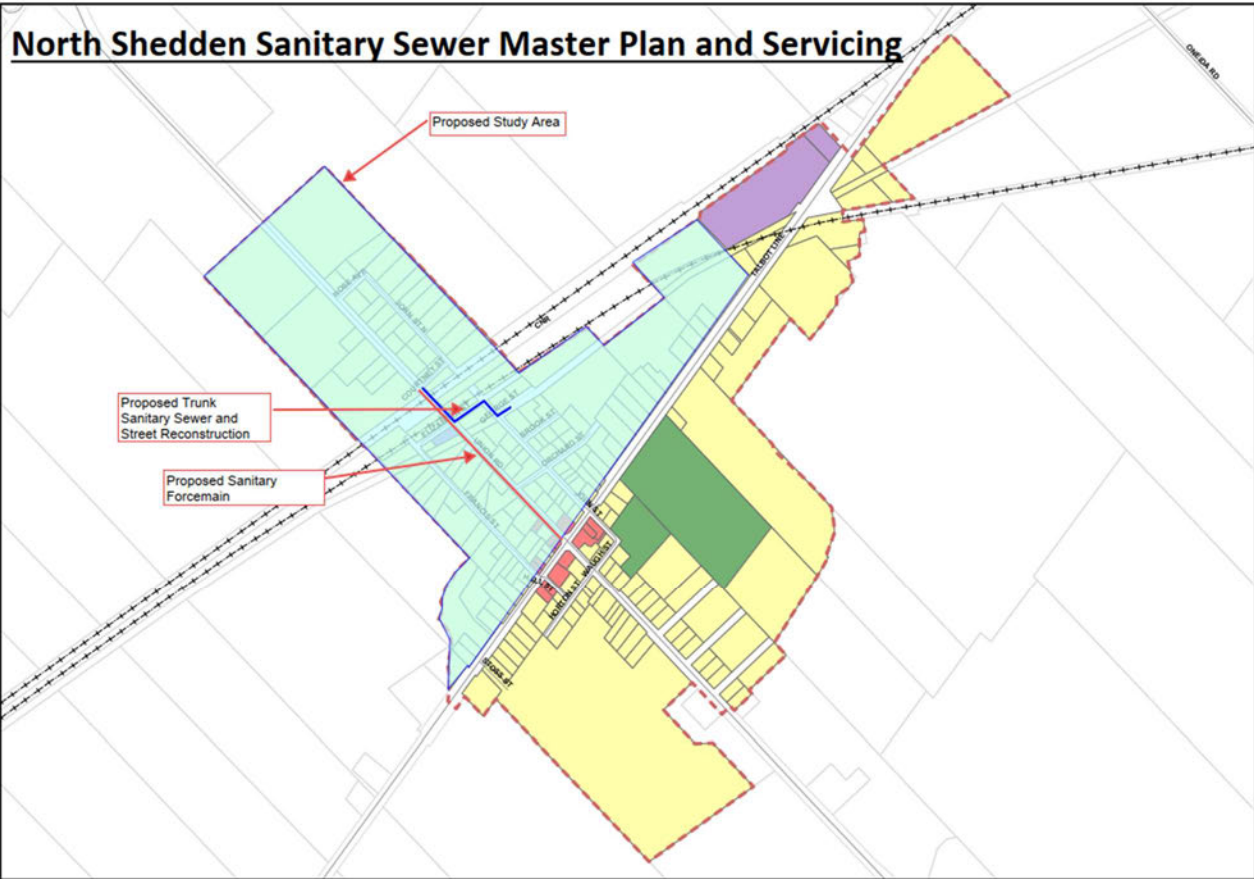
RE: PROPOSAL FOR ENGINEERING SERVICES
NORTH SHEDDEN
SANITARY PUMPING STATION, FORCEMAIN & GRAVITY SEWER
TOWNSHIP OF SOUTHWOLD

ATTENTION: MR. AARON VANOORSPRONK

Dear Sir:

Thank you for your consideration and the opportunity for CJDL Engineering to provide a proposal for the Master Planning for sanitary sewer servicing of North Shedden. As a result of a meeting with you on 19 August 2024 our understanding of the assignment and scope of work includes the following:

- Master Servicing Plan and Network development to be able to provide Sanitary Servicing for all properties (vacant and developed) located north of Highway 3 or Talbot Line with the existing Settlement Boundary of Shedden.
- Detailed design of the necessary Sanitary Pumping Station and forcemain which will direct wastewater from the North Shedden catchment area to a gravity sewer outlet at the intersection of Talbot Line and Union Road. The gravity sewer outlet south of Talbot Line will be designed by others and is not included in this proposal.
- Detailed design of gravity sanitary sewers as follows:
 - Union Road North of Talbot Line to the new Sanitary Pumping Station
 - Elizabeth Street from Union Road to John Street
 - John Street from Elizabeth Street to George St
- Detailed design of streets to an urban cross section including Storm Sewers, Sidewalk and Curb and Gutter for the following Streets
 - Elizabeth Street from Union Road to John Street.
 - John Street from Elizabeth Street to George St.
- Restoration of Union Road (County Road 20) to existing, plus the addition of a sidewalk(s) to accommodate pedestrian connectivity within the community.
- It is understood that watermain replacement is not required to be included within the scope of work. Watermain replacement may be recommended in areas of full reconstruction; however, can be confirmed with Township staff during detailed design stage.



Based on the information provided and the assumptions above, CJDL will provide engineering services to develop a master plan, complete detailed design, tendering and contract administration for the installation of a sanitary pumping station, forcemain outlet, and incoming gravity sewers for the “north Shedden” tributary area. This infrastructure will provide service to the GeerUp Group Lands, the Orchard Lands, and other vacant and developed lands within the outlined tributary area. A summary of project tasks and costing (excl. HST) are below.

- 1. Background Information Assembly, Topographic Survey and Base Plan** – CJDL will facilitate acquiring any “As Constructed” records for the study area. CJDL will complete full topographic survey of all surface features, to 25m (min.) beyond the project limits, including to 10m beyond the right-of-way plus building face of each existing residence. CJDL staff will utilize field survey to field truth ASC information as well as topographic features and structures within the study area, including accurately recording sub-surface features (inverts, pipe materials, etc.).

Utility locates within the study area are recommended to be completed by a sub-contractor (i.e. G-Tel) and surveyed by CJDL to add to the base plan. It is also recommended that right-of-way limits (street line) be determined by an Ontario Land Surveyor (OLS) using available survey bars and Registry Office Plans, and fit within the base plan. Allowances have been included in the quotation below; quotations will be obtained by CJDL from qualified parties and forwarded to the Township for approval prior to commencing work. This work would be directly invoiced to the Township of Southwold with no markup by CJDL.

<i>CJDL Topographic Survey</i>	<i>\$20,000</i>	
<i>Utility locates (G-Tel)</i>	<i>\$5,000</i>	<i>(allowance)</i>
<i>Right-of-way limit (Kim Husted, OLS)</i>	<i><u>\$10,000</u></i>	<i>(allowance)</i>
<i>Total cost to perform Task 1</i>	<i>\$35,000</i>	<i>(excl. HST)</i>

2. **Master Servicing Plan Report** - CJDL will provide a Master Servicing Plan Report (MSPR) that will inform the principal design elements of the Pumping Station, Forcemain and Trunk Sewers. The report will recommend the tributary area and provide pipe sizes and grades assuming full build out of vacant lands currently designated in the Township of Southwold’s Official Plan dated 11 November 2021, as well as existing development. The report will also provide preliminary recommendations for potential future expansion of the settlement area, based on logical limits of gravity sanitary sewer service. This task includes coordination with the Township and Dillon Consulting to set an agreed upon tributary area divide, north of Talbot Line (Hwy 3).

Total cost to perform Task 2 - \$10,000 (excl. HST)

3. **Detailed Design and Construction Drawings** – Upon acceptance of the North Shedden MSPR by the Township of Southwold, CJDL will prepare detailed design drawings for the proposed pumping station. The pumping station will be designed in accordance with Township of Southwold specifications, which, for the purpose of this proposal, is assumed to be similar to the preliminary design completed by CJDL in North Port Stanley for Domus Developments (separate valve chamber and wet well, pre-cast chambers, outdoor control panel, back-up generator, etc.). The pumping station is proposed to be situated on lands owned by GeerUp Group; CJDL will liaison between the Developer and the Township to coordinate transfer of land to the Township prior to construction.

Plan profile drawings for Union Road between the proposed pumping station and Talbot Line, Elizabeth Street between Union Road and John Street, and John Street between Elizabeth Street and George Street (intersection stubs; future extension by Orchard Lands developer). CJDL is familiar with the Township of Southwold and Elgin County’s servicing standards and will advance design in general accordance with such; any recommended adjustments or deviations will be reviewed with staff for approval.

As necessary, our proposal preliminary drawing circulation to the Township and County for review and comment prior to finalizing for tender, including design review meetings as required. It is recommended that a meeting be held with residents to review the proposed construction plans prior to finalizing the design (included in proposal). Reports under the Drainage Act are not included in this proposal.

The design of the electrical controls system, including panel drawings, programming, SCADA, materials selection, etc. for the proposed pumping station will be completed by a sub-consultant managed by CJDL. DataSoft Software Solutions has successfully completed projects in the past for CJDL in this role; however, we are open to working with an alternate sub-consultant, if preferred by the Township. All other design aspects of the pumping station will be completed in-house by CJDL.

<i>Design & Contract Drawings</i>	<i>\$100,000</i>	
<i>SPS Electrical Controls Design</i>	<i><u>\$30,000</u></i>	<i>(allowance)</i>
<i>Total cost to perform Task 3</i>	<i>\$130,000</i>	<i>(excl. HST)</i>

4. **Contract Administration and Construction Inspection** – Upon approval of the detailed design and construction drawings, CJDL will undertake preparation of tender documents in accordance with Township of Southwold and Elgin County standard documents. CJDL will coordinate tender of the project through the Township’s preferred avenue (assumed as Bids & Tenders), recommend award, and coordinate entering into a contract.

Once a contract has been awarded, CJDL will undertake complete contract administration including conveying of any site meetings with the contractor, outside agencies and affected landowners, administering payment, addressing questions from the Contractor, etc..

Inspection services for the project will be provided in house by CJDL. Full-time inspection is anticipated for the construction of the sanitary pumping station, forcemain and installation of underground services. Part-time inspection is anticipated during surface and restoration works within the study area; however, will be tailored as needed specifically based on work being undertaken, contractor’s ability, etc.. CJDL’s onsite inspector has the available support of a senior Construction Manager, who will also visit the site regularly.

For the purposes of providing a budget, it is assumed that Construction will take 80 working days. Inspection services will be invoiced on a Time & Material basis based on the below charge out rates. The provided estimate can be treated as an “upset limit,” which will not be exceeded without prior written approval from the Township.

Total estimated cost to perform Task 4 - \$100,000 (excl. HST)

5. **Project Completion** – At completion of project, CJDL will provide As-Constructed Record drawings in a format acceptable to the Township as well as Certification that the work has been completed to satisfy reporting requirements to outside parties. CJDL will coordinate with the Contractor to complete necessary inspections during the warranty period, and coordinate deficiency repair prior to release of any holdbacks or maintenance bonds.

Total cost to perform Task 5 - \$10,000 (excl. HST)

6. **Summary of Fees for Consulting Engineering Services**

Task 1: Base Plan	\$35,000	
Task 2: MSPR	\$10,000	
Task 3: Detailed Design & Drawings	\$130,000	
Task 4: Contract Admin & Inspection	\$100,000	
Task 5: Project Completion	\$10,000	
Totals	\$285,000	(excl. HST)

The following are the 2024 hourly charge out rates for our project team members, and other support staff. Rates may be adjusted on a bi-annual basis. These rates will be applicable if extra work is requested outside the current scope of work:

Deren Lyle, Senior Engineer	\$169.00
Alexander Muirhead, Design Engineer	\$120.00
Rachel Haverkamp, Design Technologist	\$83.00
Lloyd Perrin, Construction Manager, Project Administrator	\$125.00
Trevor McElhone, Senior Surveyor	\$120.00
Mike Reeves, Senior Draftsman	\$108.00
Andrew Difazio, Surveyor	\$108.00
Junior Technician/Surveyor/Inspector	\$95.00
Senior Admin	\$90.00

Additional Services

Please note that the following are not included in the costing for the services identified in this proposal:

Geotechnical Investigation – To support detailed design of the sanitary pumping station, forcemain and street reconstruction, it is recommended to engage the services of a Geotechnical Engineer. CJDL would suggest that a minimum of 9 boreholes be undertaken to delineate soil and ground water conditions. Additionally, soil characterization will be required to satisfy Ontario Regulation 406/19 (Excess Soils) since the installation of Sanitary Sewers, and reconstruction of Elizabeth and John Street will generate excess soils that will need to be disposed of offsite. We recommend that CJDL request proposals from qualified Geotechnical Engineering firm(s) to the satisfaction of the Township. CJDL’s proposal includes all necessary coordination with the Geotechnical Engineer; fees of the Geotechnical Engineer are not included within the proposal, and would be directly invoiced to the Township of Southwold with no markup by CJDL.

Timing and Schedule

It is understood that detailed design, and tendering of the work including contract award for the construction of services noted above must be completed prior to 30 September 2025 to meet funding obligations of the Province.

CJDL confirms our ability to advance design, tendering, and construction of this project sooner, as driven by the schedule of GeerUp Group, who are ready to submit planning applications to the Township and County in the near future. We have provided a tentative schedule which provides for detailed design advancement over winter 2025, tendering spring 2025, and construction summer/fall 2025. This schedule will be reviewed with the Township as the project advances.

If there are any questions, or if any additional information is required, please do not hesitate to contact this office.

Yours Very Truly,



Deren Lyle, P. Eng.

DL/ljp

North Shedden Sanitary Servicing Master Plan

TASK	ASSIGNED TO	PROGRESS	START	END	15-Oct-24	04-Dec-24	23-Jan-25	14-Mar-25	03-May-25
PROJECT INITIATION									
PROJECT KICKOFF MEETING	D. LYLE		22-Oct-24	22-Oct-24	█				
BACKGROUND INFO ASSEMBLY	L.PERRIN		15-Oct-24	18-Oct-24	█				
TOPO SURVEY	T. MC ELHONE		31-Oct-24	01-Nov-24	█	█			
BASE PLAN DEVELOPMENT	M. REEVES		31-Oct-24	22-Nov-24	█	█			
MASTER SERVICING REPORT									
DESIGN AND REPORT WRITING	D. LYLE		11-Nov-24	22-Nov-24		█			
DRAFT REPORT SUBMISSION	D. LYLE		22-Nov-24	29-Nov-24		█			
REPORT FINALIZED AND APPROVE	D. LYLE		29-Nov-24	13-Dec-24		█			
SANITARY PUMPING STATION, FORCEMAIN & ROAD RECONSTRUCTION DESIGN									
DESIGN DRAWINGS	M. REEVES		11-Nov-24	28-Feb-25		█	█		
DRAFT SUBMISSION AND COMMENT	L.PERRIN		28-Feb-25	28-Mar-25			█		
FINALIZING OF PLANS AND IFT	M. REEVES		28-Mar-25	11-Apr-25				█	
CONTRACT ADMINISTRATION & INSPECTION									
TENDER COMPILATION AND SCHEDULE OF ITEMS AND PRICES	L.PERRIN		01-Apr-25	29-Apr-25					█
TENDER ADVERTISING AND CLOSING			29-Apr-25	20-May-25					█



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15, 2024

PREPARED BY: Aaron VanOorspronk, Director of Infrastructure and Development Services

REPORT NO: ENG 2024-55

SUBJECT MATTER: Teetzel Farm Sale

Recommendation(s):

THAT Council Authorize the Mayor and CAO to sign the Agreement of Purchase and Sale for the Teetzel Farm, and;

THAT Council approve By-Law 2024-50 being a By-law to Authorize the Sale of Land

Purpose:

This report seeks Council approval to finalize the agreement of purchase and sale for the former Teetzel Farm to Domus Developments (London) Inc.

Background:

In 2022, Council directed Staff to offer the surplus Township lands, commonly referred to as the Teetzel Farm, for sale through a Request for Proposal (RFP). The primary objective was to promote affordable housing, with a secondary focus on generating revenue to support proposed sanitary servicing projects.



The RFP closed on June 30, 2022. After evaluating the submissions, Council awarded the proposal to Domus Developments. Their plan included a mix of row townhomes and apartment buildings, with a bid of \$1,750,000 for the property. Shortly after the award, Staff initiated negotiations on the agreement of purchase and sale. However, delays in the sanitary servicing work caused a pause in negotiations, as Domus was hesitant to proceed without assurances on the property's developability.

Following the announcement of funding from the Housing Enabling Water Systems Fund (HEWSF), the developer and Staff resumed and completed the negotiations. The key terms of the agreement are as follows:

- An immediate \$1,000 deposit with the signed agreement.
- A \$175,000 payment within 10 days of executing the agreement.
- Another \$175,000 payment within 30 days of awarding the construction of the Shedden Wastewater Facility.
- The remaining \$1,399,000 to be paid upon closing, which is set for 70 days prior to the availability of sanitary services to the property.
- Within 360 days of signing, the property must be rezoned to accommodate the submitted development proposal.
- The developer must complete site plan and subdivision applications as required.
- The developer will cost share a stormwater management facility with the owner of the adjacent Stoss lands.
- The agreement provides for access through a municipal right of way as identified on the R-Plan.

Financial Implications:

The sale will generate \$1,750,000 in revenue for the Township, which will assist with cash flow and provide matching funds for the Housing Enabling Systems Water Fund. Staff anticipate that the full payment will be made by fall 2025, contingent on the successful tender and construction of the Shedden sanitary sewers.

Comment/Analysis:

The agreement's terms remain largely consistent with the original draft from 2022, with the main adjustments being the payment schedule and timelines for zoning and planning applications. Staff have no significant concerns with the agreement. While typical risks associated with any agreement of purchase and sale exist, Domus Developments has a solid reputation within the development community. Completing this sale will also help advance other Township projects, particularly those related to the Shedden wastewater facility.

Approval of this agreement will ensure that the Township secures both a valuable housing development and critical funding to support infrastructure improvements.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully Submitted by:
Aaron VanOorspronk, CET.
Director of Infrastructure and
Development Services
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15th, 2024

PREPARED BY: Mike Taylor, Manager of Environmental Services

REPORT NO: ENG 2024-56

SUBJECT MATTER: Southwold Drinking Water System: Re-endorsement of Operational Plan (Element 3 – Commitment and Endorsement)

Recommendation(s):

THAT Report ENG 2024-56 relating to the DWQMS Element 3, be received for information; and

THAT the Mayor and Council of the Township of Southwold authorize Township Staff to sign Element 3 of the DWQMS Operational Plan.

Purpose:

This report seeks Council's approval to authorize the Manager of Environmental Services and the Director of Infrastructure and Development Services to sign and re-endorse the Township of Southwold's drinking water system Operational Plan.

[5071 Operational Plan 2024-09-17.pdf](#)

Background:

Element 3 – (Commitment and Endorsement) of the DWQMS requires the Township of Southwold to provide a written endorsement of its contents by Top Management and the Owner. The purpose of Element 3 is to prove that the Owner and Top Management of the Township's commitment to the Quality Environmental Management System (QEMS). Periodically, this endorsement requires to be updated, and the last re-endorsement of the Operational Plan was September 22nd, 2022.

Comment/Analysis:

During the last Management Review meeting that was conducted on September 17th, 2024, OCWA informed Township Staff that significant updates had been made to the Operational Plan including changes in OCWA Management and new Township Staff. OCWA Staff also noted that changes were made to all Operational Plans across the Province and a key driver of this update relates to a new initiative around the development of an operator career path.

OCWA Staff indicated that since there has been a significant update to the Operational Plan including changes in Management/Owner, that it must be re-endorsed by the

Owner. As a result, the Operating Authority's Top Management and the Owner being the Township of Southwold are required to sign the endorsement page. The Manager of Environmental Services and the Director of Infrastructure and Development Services are permitted to sign the re-endorsement, however, this must be authorized by Council through resolution. Therefore, at this time Staff is requesting that Council authorize Staff to re-endorse the Operational Plan by signing Element 3 which will also be signed by the Operating Authority, thereafter.

Financial Implications:

None

Summary:

By keeping the Operational Plan current, provides evidence to both the public, MECP, and the external auditors, of the Township's commitment to the QEMS as well as ensuring the Township's goal of supplying a safe supply of potable water to its customers including Middlesex Centre and Dutton/Dunwich.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully Submitted by:
Mike Taylor
Manager of Environmental Services
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15, 2024

PREPARED BY: Michele Lant, Director of Corporate Services/Treasurer

REPORT NO: FIN 2024-20

SUBJECT MATTER: 2024 Auditor Appointment

Recommendation:

That Council appoint Graham Scott Enns, LLP Chartered Professional Accountants to provide audit services for the 2024 Fiscal Year.

Purpose:

The purpose of this report is to review the appointment of an Auditor for the 2024 Fiscal Year.

Background:

In accordance with the Municipal Act, Section 296, the Township is required to appoint an auditor licenced under the Public Accounting Act, 2004 who is responsible for:

- annually auditing the accounts and transactions of the municipality and its local boards and expressing an opinion on the financial statements of these bodies based on the audit; and
- performing duties required by the municipality or local board.

Comments/Analysis:

Graham Scott Enns, LLP from St. Thomas has been providing audit services for the Township for many years and has a very good understanding of the Township's programs, services, accounting systems and procedures.

For the following reasons, it would be beneficial to continue with Graham Scott Enns, LLP as auditor for 2024:

- Maintaining consistency with the auditor is preferred as they understand the Township's finances and less time is spent by staff reviewing systems and accounts;
- Based on my review of the 2022 and 2023 audit, Graham Scott Enns provided excellent service with minimal impact on Township staff;

- There are very few auditors that are willing to take on small, municipal audit engagements in the area (based on information from others, typically only 3 auditors submit proposals and in this area Graham Scott Enns tend to be successful with most);
- There is very little time to complete a Request for Proposals and maintain our traditional audit timelines; and
- The costs for audit services are very reasonable based on comparison with our neighbouring municipalities.

Financial Implications:

2023 Audit costs were \$18,316.80 including net tax. Included in the 2023 Audit costs was an additional cost of \$1,526.40, including net tax, for the adoption of the new PSAB standards. Graham Scott Enns has indicated there would be a 3% inflationary increase to the base audit fee for 2024.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Development
- Fiscal Responsibility and Accountability

Respectfully Submitted by:
Michele Lant, Director of Corporate Services/Treasurer
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15, 2024

PREPARED BY: Michele Lant, Director of Corporate Services/Treasurer

REPORT NO: FIN 2024-21

SUBJECT MATTER: 2024 Accrual Budget

Recommendation:

That Council approve the 2024 Accrual Budget as presented for Financial Statement purposes.

Purpose:

To inform Council of the requirements for full accrual accounting under the PSAB rules and to present Council with a full accrual budget for 2024.

Background:

One of the requirements under PSAB accounting rules is to provide a budget with full accrual accounting which is presented on the same basis as the financial statements. The full accrual budget includes items such as amortization of tangible capital assets and excludes items such as reserve allocations. The budget previously passed by Council is necessary as the Township must determine the amount required to be raised from taxation to fund the expenditures, capital purchases, debt payments and reserve allocations for the current fiscal year, net of any other revenues the Township may receive.

Comments/Analysis:

Staff have prepared the 2024 accrual budget which results in a surplus. This surplus is not a cash surplus and is not available for future use. It is important to note that under full accrual accounting, capital grants are recognized as revenues while the cost of capital acquisitions are not recognized as expenses but rather recorded as assets and amortized. The inclusion of capital grants contributes to the surplus under the full accrual budget methodology.

Attached is the 2024 PSAB/Full Accrual Budget. To go from a tax rate budget (or cash budget) to a PSAB full accrual budget there are several steps that must be completed.

1. Remove the capital asset expenditures. Under PSAB, the capital assets are capitalized and amortized rather than expensed.
2. Remove costs in the operating budget that are for tangible capital assets. (Note: We do not have any items to be removed.)
3. Add back any capital projects that are not Township assets. (Note: in previous years we were required to add back the commitment to Port Stanley Arena project.)
4. Add in the amortization expense.
5. Add back the transfer from reserve, reserve funds (use of reserves). Under PSAB, reserves and reserve funds form part of the overall surplus.
6. Remove the transfer to reserve and reserve funds from operating (reserve allocations). Under PSAB, reserves and reserve funds form part of the overall surplus.
7. Add back the change in accrued interest on long term debt. (Note: We do not add back any accrued interest as all long-term liabilities assumed by the municipality are recoverable from user charges, i.e. water debenture charges on tax bills)
8. Remove debt principal, under full accrual accounting repayment of debt principal is paying down a liability but not an expense. (Note: We do not add back any accrued interest as all long-term liabilities assumed by the municipality are recoverable from user charges, i.e. water debenture charges on tax bills)

Financial Implications:

None at this time.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Development
- Fiscal Responsibility and Accountability

Respectfully Submitted by:
Michele Lant, Director of Corporate
Services/Treasurer
“Submitted electronically”

**Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"**

2024 Accrual Budget - Consolidated

Account	2023 Approved Budget	2023 Accrual Budget	2024 Approved Budget	2024 Accrual Budget
General Revenue				
Taxation	(\$4,221,177)	(\$4,221,177)	(\$6,711,999)	(\$6,711,999)
Assessment Growth	(\$100,000)	(\$100,000)	(\$150,000)	(\$150,000)
Payments in Lieu of Taxes	(\$1,142,100)	(\$1,142,100)	(\$1,163,600)	(\$1,163,600)
Grants, Donations, Contributions	(\$7,048,449)	(\$7,048,449)	(\$5,983,883)	(\$5,983,883)
Operating Revenue	(\$1,656,058)	(\$1,656,058)	(\$1,474,122)	(\$1,474,122)
Use of Reserves	(\$4,324,983)		(\$6,264,619)	
Total Revenue	(\$18,492,768)	(\$14,167,784)	(\$21,748,223)	(\$15,483,604)
Operating Expenses				
Council	\$115,000	\$115,000	\$140,411	\$140,411
Administration	\$803,580	\$803,580	\$952,114	\$952,114
Municipal Property	\$109,850	\$109,850	\$124,768	\$124,768
Fire Department	\$650,650	\$650,650	\$752,577	\$752,577
Police	\$680,000	\$680,000	\$671,862	\$671,862
Building	\$345,000	\$345,000	\$371,745	\$371,745
Conservation Authority	\$65,309	\$65,309	\$71,171	\$71,171
By-law, Canine, Livestock	\$21,645	\$21,645	\$34,806	\$34,806
Roads	\$2,269,000	\$2,269,000	\$2,635,868	\$2,635,868
Streetlights	\$0	\$0	\$0	\$0
Waste Management	\$404,100	\$404,100	\$341,500	\$341,500
Cemeteries	\$14,120	\$14,120	\$21,734	\$21,734
Keystone	\$118,500	\$118,500	\$127,975	\$127,975
Parks	\$201,100	\$201,100	\$225,755	\$225,755
Planning	\$127,750	\$127,750	\$68,626	\$68,626
Drainage	\$120,332	\$120,332	\$144,812	\$144,812
Other	\$4,520,000	\$4,520,000	\$4,530,000	\$4,530,000
Amortization	\$0	\$1,400,000	\$0	\$2,019,500
Reserve Allocation	\$1,693,000		\$4,333,879	
Capital	\$6,233,832		\$6,198,619	
Total Expenses	\$18,492,768	\$11,965,936	\$21,748,223	\$13,235,225
Net Operating (Revenue)/Expense	\$0	(\$2,201,848)	\$0	(\$2,248,379)



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15, 2024

PREPARED BY: Michele Lant, Director of Corporate Services/Treasurer

REPORT NO: FIN 2024-22

SUBJECT MATTER: Sec. 357 Approval Applications

Recommendations:

1. That Council approves the total adjustment of taxes for the 2023 tax year resulting from Municipal Act, Sec.357 adjustments as presented, in the amount of \$193.49.
2. THAT Council approves the total adjustment of taxes for the 2024 tax year resulting from Municipal Act, Sec.357 adjustments as presented, in the amount of \$2,027.74.

Purpose:

The purpose of this report is to seek approval from Council to process, or to deny, Sec.357 Approval adjustments of taxes for the 2023 and 2024 taxation years as presented.

Background:

Reductions to assessment can be pursued by any taxpayer under the various provisions of Sec.357 of the Municipal Act and various Tax Incentive Programs. MPAC's role is to provide the municipality with the information it needs to enable municipal Council to determine whether a tax refund, cancellation, reduction or increase is warranted. Approved applications result in tax adjustments according to the amount of the assessment reduction. A municipal Council can decline to approve applications made under this section. A taxpayer then has the option of taking the application further to the Assessment Review Board where all parties can argue their position.

Comments/Analysis:

The detailed adjustment reports are attached as Schedule 'A'.

The following chart summarizes the recommended adjustments.

Year	Type	Township	County	Education	Total
2023	Section 357 Write-offs	-\$78.17	-\$93.60	-\$21.72	-\$193.49
2024	Section 357 Write-offs	-815.47	-\$990.73	-\$221.54	-\$2,027.74
	Total	-\$893.64	-\$1,084.33	-\$243.26	-\$2,221.23

Council can take the position of denying any Sec. 357 application. If denied, this report must be deferred and brought back to a future meeting. Notice is to be provided to applicants with adjustments that have been denied, at least 14 days before the meeting date to allow applicants representation during that future meeting.

Section 357(3) of the Assessment Act states that an application must be filed with the Treasurer on or before February 28 of the year following the year in respect of which the application is made. All applications included in this report were made within the regulated deadline.

Financial Implications:

County and School Board balances for applications made within legislated deadlines are recoverable from the County and School Boards. The Township portion of the tax adjustments are \$893.64.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Development
- Fiscal Responsibility and Accountability

Respectfully Submitted by:
Michele Lant, Director of Corporate Services/Treasurer
"Submitted electronically"

**Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"**

2024.09.06 8.0 9759
 Run Date: 10/08/2024 08:50AM
 Business Date: 10/08/2024

Township Of Southwold
 2023 SUPPLEMENTAL BILLING CALCULATIONS

34-24-000-000-00000-0000 TO 34-24-999-999-99999-9999

	Assessment	Total	General	County	No Support	Eng Pub.	Eng Sep.	Fre Pub.	Fre Sep.	Protestant
F T 11/15/2023: 000-002-01402	-1,500	-0.60	-0.24	-0.29	0.00	-0.07	0.00	0.00	0.00	0.00
TOTAL FARMLAND		-0.60	-0.24	-0.29	0.00	-0.07	0.00	0.00	0.00	0.00

R T 11/15/2023: 000-002-01402	-109,900	-192.89	-77.93	-93.31	0.00	-21.65	0.00	0.00	0.00	0.00
TOTAL RESIDENTIAL		-192.89	-77.93	-93.31	0.00	-21.65	0.00	0.00	0.00	0.00

Category Totals:		-193.49	-78.17	-93.60	0.00	-21.72	0.00	0.00	0.00	0.00
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Supplemental Billing Total: -193.49
 Net Adjustments 0.00
 Net Billing Amount: -193.49
 Number of Bills Generated: 1

Demand Date: 10/07/2024
 Due: 10/07/2024
 11/29/2024

-193.49

2024.09.06 8.0 9759
 Run Date: 10/08/2024 09:00AM
 Business Date: 10/08/2024

Township Of Southwold
 2024 SUPPLEMENTAL BILLING CALCULATIONS

34-24-000-000-00000-0000 TO 34-24-999-999-99999-9999

	Assessment	Total	General	County	No Support	Eng Pub.	Eng Sep.	Fre Pub.	Fre Sep.	Protestant
F T 01/01/2024: 000-002-01402	-1,500	-4.87	-1.94	-2.36	0.00	-0.57	0.00	0.00	0.00	0.00
TOTAL FARMLAND		-4.87	-1.94	-2.36	0.00	-0.57	0.00	0.00	0.00	0.00
R T 01/01/2024: 000-002-01402	-109,900	-1,539.31	-619.06	-752.10	0.00	-168.15	0.00	0.00	0.00	0.00
R T 01/01/2024: 000-002-08500	-18,000	-252.11	-101.39	-123.18	0.00	-27.54	0.00	0.00	0.00	0.00
R T 01/31/2024: 000-002-08505	-18,000	-231.45	-93.08	-113.09	0.00	-25.28	0.00	0.00	0.00	0.00
TOTAL RESIDENTIAL		-2,022.87	-813.53	-988.37	0.00	-220.97	0.00	0.00	0.00	0.00
Category Totals:		-2,027.74	-815.47	-990.73	0.00	-221.54	0.00	0.00	0.00	0.00

Supplemental Billing Total: -2,027.74
 Net Adjustments 0.00
 Net Billing Amount: -2,027.74
 Number of Bills Generated: 3

Demand Date: 10/07/2024
 Due: 10/07/2024
 11/29/2024

-2,027.74



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15, 2024

PREPARED BY: Michele Lant, Director of Corporate Services/Treasurer

REPORT NO: FIN 2024-23

SUBJECT MATTER: 2025 OPP Estimate

Recommendation:

That the 2025 OPP Cost Estimate be received for information.

Purpose:

To inform Council of the 2025 OPP Cost Estimate and 2023 Reconciliation.

Background:

The 2025 OPP Cost Estimate was received on October 4, 2024. A copy of the estimate and supporting documentation is attached. The reconciliation for 2023 actual costs is also included.

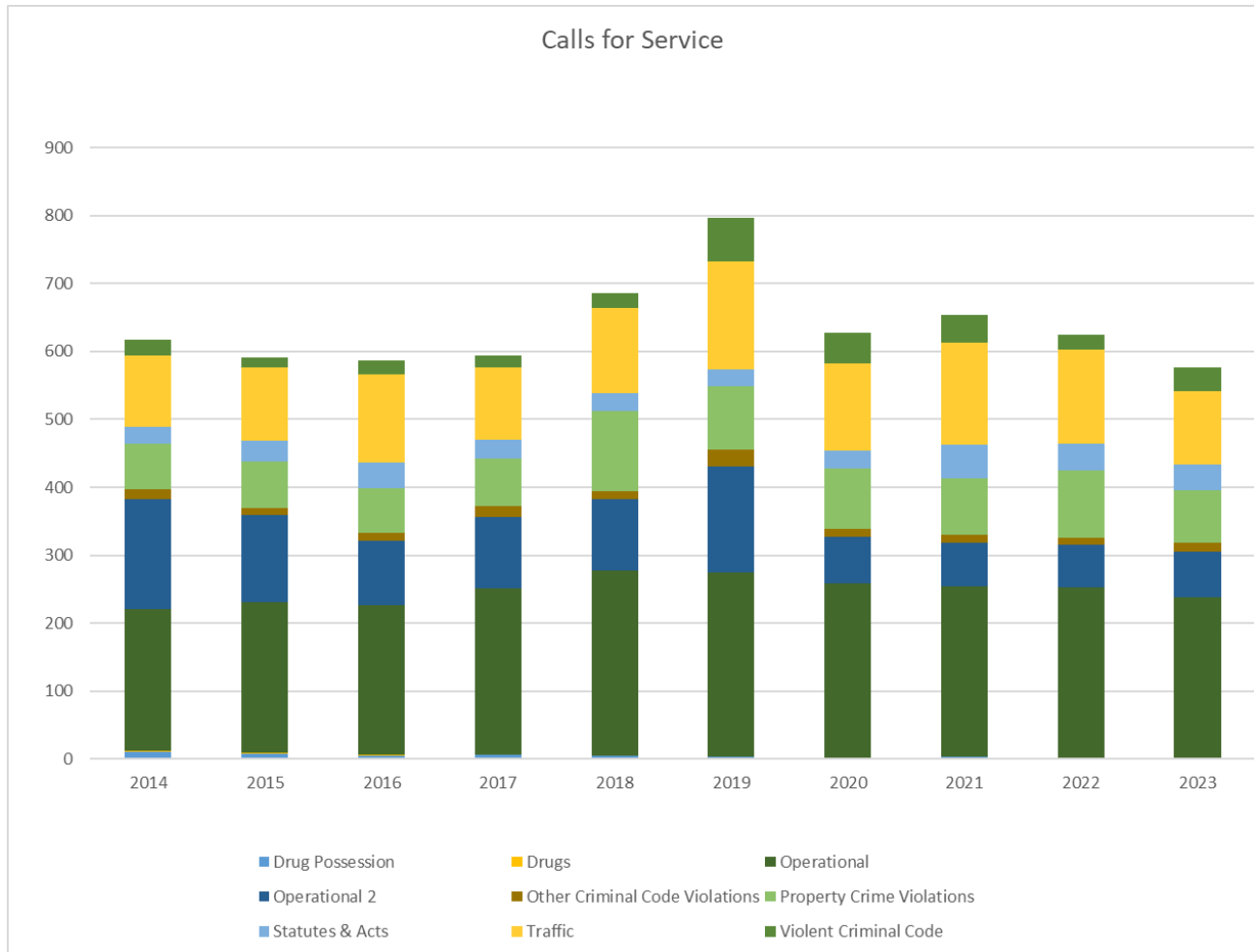
Comments/Analysis:

The Township's 2025 Estimated OPP cost is \$768,490 versus the 2024 estimate of \$671,850. This represents an increase of \$96,640 or 14.384%.

As noted in the documentation, the cost estimate is based on total properties in the Township multiplied by the per property cost for base service, calls for service and other items such as overtime, prisoner transport and accommodation. Several highlights from the cost estimate include:

	2023	2024	2025	Change
Number of Properties	1,888	1,943	2,085	↑
Base Service Cost per Property	\$165.66	\$165.59	\$189.44	↑
Calls for Service Cost per Property	\$169.21	\$163.46	\$159.89	↓
Calls for Service - 4 Year Average	653	676	621	↓
Overall Share of Calls based on Weighted Time	0.1789%	0.1736%	0.1591%	↓

The following chart illustrates the breakdown of Calls for Service by category from 2014 to 2023. While calls for service were decreasing and remaining flat from 2014 to 2017, there was an increase in 2018 and 2019, and a decrease 2020 thru 2023. Based on our overall share of calls being down, call volume would have increased for others.



The 2024 estimated increased cost is attributable to the following:

Base Service – Increase \$8,975 – this would be mainly attributable to the increase in the Base Service Cost per Property.

Calls for Service – Decrease \$1,866 – The formula uses a 4 year average along with an Average Standard Time per call. The Township’s time-weighted share of all calls decreased (0.1789% to 0.1736%). This brought the total 2024 Estimated Calls for Service to \$317,603 (2023 - \$319,468).

The other areas such as overtime, prisoner transport and accommodation had a minimal effect.

The 2023 Reconciled costs were \$703,184, which is \$37,343 higher than the estimate. This amount will be adjusted through the County's 2025 billing for Police costs.

Financial Implications:

The 2025 OPP budget estimate will be incorporated into the Township's 2025 Budget.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Development
- Fiscal Responsibility and Accountability

Respectfully Submitted by:
Michele Lant, Treasurer
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, avenue Memorial
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Tel: 705 329-6140
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File Reference:

612-20

October 4, 2024

Dear Mayor/Reeve/CAO/Treasurer,

Please find attached the OPP municipal policing 2025 Annual Billing Statement package.

This year's billing package includes a statement for the 2023 year-end reconciliation. The final cost adjustment calculated as a result of the 2023 annual reconciliation has been included as an adjustment to the amount being billed to the municipality during the 2025 calendar year.

The final reconciliation of the 2025 annual costs will be included in the 2027 Annual Billing Statement.

For more detailed information on the 2025 Annual Billing Statement package please refer to the resource material available on the internet, www.opp.ca/billingmodel. Further, the Municipal Policing Bureau will be hosting a webinar information session in October/November. An e-mail invitation will be forwarded to the municipality advising of the session date.

If you have questions about the Annual Billing Statement please e-mail OPP.MPB.Financial.Services.Unit@OPP.ca.

Yours truly,

A handwritten signature in black ink, appearing to read "Steve Ridout". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Ridout
Superintendent
Commander,
Municipal Policing Bureau

OPP 2025 Annual Billing Statement

Southwold Tp

Estimated costs for the period January 1 to December 31, 2025

Please refer to www.opp.ca for 2025 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	2,018		
	Commercial and Industrial	67		
	Total Properties	<u>2,085</u>	189.44	394,973
Calls for Service	(see summaries)			
	Total all municipalities	209,489,870		
	Municipal portion	0.1591%	159.89	333,376
Overtime	(see notes)		11.88	24,775
Prisoner Transportation	(per property cost)		1.67	3,482
Accommodation/Cleaning Services	(per property cost)		5.70	11,885
Total 2025 Estimated Cost			<u>368.58</u>	<u>768,490</u>
2023 Year-End Adjustment	(see summary)			37,343
Grand Total Billing for 2025				<u>805,833</u>
2025 Monthly Billing Amount				67,153

OPP 2025 Annual Billing Statement

Southwold Tp

Estimated costs for the period January 1 to December 31, 2025

Notes to Annual Billing Statement

- 1) **Municipal Base Services and Calls for Service Costs** - The costs allocated to municipalities are determined based on the costs assigned to detachment staff performing municipal policing activities across the province. A statistical analysis of activity in detachments is used to determine the municipal policing workload allocation of all detachment-based staff as well as the allocation of the municipal workload between base services and calls for service activity. For 2025 billing purposes the allocation of the municipal workload in detachments has been calculated to be 50.7 % Base Services and 49.3 % Calls for Service. The total 2025 Base Services and Calls for Service cost calculation is detailed on the Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 2) **Base Services** - The cost to each municipality is determined by the number of properties in the municipality and the standard province-wide average cost per property of \$189.44 estimated for 2025. The number of municipal properties is determined based on MPAC data. The calculation of the standard province-wide base cost per property is detailed on Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 3) **Calls for Service** - The municipality's Calls for Service cost is a proportionate share of the total cost of municipal calls for service costs calculated for the province. A municipality's proportionate share of the costs is based on weighted time standards applied to the historical billable calls for service. The municipality's total weighted time is calculated as a percentage of the total of all municipalities.
- 4) **Overtime** - Municipalities are billed for overtime resulting from occurrences in their geographic area and a portion of overtime that is not linked specifically to a municipality, such as training. Municipalities are not charged for overtime identified as a provincial responsibility. The overtime activity for the calendar years 2020, 2021, 2022, and 2023 has been analyzed and averaged to estimate the 2025 costs. The costs incorporate the estimated 2025 salary rates and a discount to reflect overtime paid as time in lieu. The overtime costs incurred in servicing detachments for shift shortages have been allocated on a per property basis based on straight time. Please be advised that these costs will be reconciled to actual 2025 hours and salary rates and included in the 2027 Annual Billing Statement.
- 5) **Court Security and Prisoner Transportation (CSPT)** - Municipalities with court security responsibilities in local courthouses are billed court security costs based on the cost of the staff required to provide designated court security activities. Prisoner transportation costs are charged to all municipalities based on the standard province-wide per property cost. The 2025 costs have been estimated based on the 2023 activity levels. These costs will be reconciled to the actual cost of service required in 2025.

There was no information available about the status of 2025 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.
- 6) **Year-end Adjustment** - The 2023 adjustment accounts for the difference between the amount billed based on the estimated cost in the Annual Billing Statement and the reconciled cost in the Year-end Summary. The most significant year-end adjustments are resulting from the cost of actual versus estimated municipal requirements for overtime, contract enhancements and court security.

OPP 2025 Estimated Base Services and Calls for Service Cost Summary

Estimated Costs for the period January 1, 2025 to December 31, 2025

Salaries and Benefits	Positions	Base		Total Base Services and Calls for Service	Base Services	Calls for Service	
		FTE	%				\$/FTE
Uniform Members	Note 1						
Inspector		26.56	100.0	187,318	4,975,177	4,975,177	-
Staff Sergeant-Detachment Commander		8.60	100.0	156,717	1,347,770	1,347,770	-
Staff Sergeant		38.53	100.0	168,657	6,498,335	6,498,335	-
Sergeant		226.23	50.7	143,480	32,459,478	16,460,024	15,999,454
Constable		1,618.15	50.7	120,835	195,529,705	99,147,813	96,381,892
Part-Time Constable		11.97	50.7	91,572	1,096,112	555,839	540,272
Total Uniform Salaries		1,930.04			241,906,577	128,984,959	112,921,618
Statutory Holiday Payout				6,207	11,906,411	6,262,929	5,643,483
Shift Premiums				1,129	2,095,821	1,062,740	1,033,081
Uniform Benefits - Inspector				29.47%	1,466,114	1,466,114	-
Uniform Benefits - Full-Time Salaries				36.38%	85,791,541	44,909,750	40,881,790
Uniform Benefits - Part-Time Salaries				18.75%	205,571	104,245	101,326
Total Uniform Salaries & Benefits					343,372,035	182,790,737	160,581,298
Detachment Civilian Members	Note 1						
Detachment Administrative Clerk		164.29	50.7	75,342	12,377,949	6,276,748	6,101,201
Detachment Operations Clerk		3.41	50.7	69,798	238,011	120,750	117,260
Detachment Clerk - Typist		1.74	50.7	62,349	108,488	54,867	53,620
Court Officer - Administration		28.73	50.7	92,124	2,646,719	1,342,245	1,304,474
Crimestoppers Co-ordinator		0.89	50.7	73,240	65,184	32,958	32,226
Cadet		1.62	50.7	51,219	82,974	41,999	40,975
Total Detachment Civilian Salaries		200.68			15,519,324	7,869,568	7,649,757
Civilian Benefits - Full-Time Salaries				36.13%	5,606,608	2,843,009	2,763,599
Total Detachment Civilian Salaries & Benefits					21,125,933	10,712,577	10,413,355
Support Costs - Salaries and Benefits	Note 2						
Communication Operators				6,682	12,896,527	6,782,230	6,114,297
Prisoner Guards				2,061	3,977,812	2,091,915	1,885,897
Operational Support				7,119	13,739,955	7,225,785	6,514,170
RHQ Municipal Support				3,208	6,191,568	3,256,120	2,935,448
Telephone Support				157	303,016	159,355	143,661
Office Automation Support				938	1,810,378	952,070	858,308
Mobile and Portable Radio Support				357	693,298	364,522	328,776
Total Support Staff Salaries and Benefits Costs					39,612,554	20,831,997	18,780,557
Total Salaries & Benefits					404,110,521	214,335,311	189,775,210
Other Direct Operating Expenses	Note 2						
Communication Centre				150	289,506	152,250	137,256
Operational Support				1,112	2,146,204	1,128,680	1,017,524
RHQ Municipal Support				360	694,814	365,400	329,414
Telephone				1,458	2,813,998	1,479,870	1,334,128
Mobile Radio Equipment Repairs & Maintenance				168	326,258	171,540	154,718
Office Automation - Uniform				4,487	8,660,089	4,554,305	4,105,784
Office Automation - Civilian				1,154	231,585	116,485	115,100
Vehicle Usage				10,219	19,723,079	10,372,285	9,350,794
Detachment Supplies & Equipment				1,073	2,070,933	1,089,095	981,838
Uniform & Equipment				2,360	4,583,144	2,409,725	2,173,418
Uniform & Equipment - Court Officer				1,037	29,793	15,109	14,684
Total Other Direct Operating Expenses					41,569,403	21,854,744	19,714,660
Total 2025 Municipal Base Services and Calls for Service Cost					\$ 445,679,925	\$ 236,190,055	\$ 209,489,870
Total OPP-Policed Municipal Properties						1,246,809	
Base Services Cost per Property						\$ 189.44	

OPP 2025 Estimated Base Services and Calls for Service Cost Summary

Estimated Costs for the period January 1, 2025 to December 31, 2025

Notes:

Total Base Services and Calls for Service Costs are based on the cost of salary, benefit, support and other direct operating expenses for staff providing policing services to municipalities. Staff is measured in full-time equivalent (FTE) units and the costs per FTE are described in the notes below.

- 1) Full-time equivalents (FTEs) are based on average municipal detachment staffing levels for the years 2020 through 2023. Contract enhancements, court security, prisoner transportation and cleaning staff are excluded.

The equivalent of 85.71 FTEs with a cost of \$17,779,996 has been excluded from municipal costs to reflect the average municipal detachment FTEs required for provincially-mandated responsibilities eligible for Provincial Service Usage credit.

Salary rates are based on weighted average rates for municipal detachment staff by rank, level, and classification. The 2025 salaries incorporate the 2025 general salary rate increase set in the 2023 to 2026 OPPA Uniform and Civilian Agreements (uniform and civilian staff - 4.75% in 2023, 4.50% in 2024 and 2.75% in 2025.)

The benefit rates are estimated based on the most recent rates set by the Treasury Board Secretariat, (2024-25). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.

Two new premiums were added in these new agreements: a 3% Frontline Patrol Premium (which applies to Constables and Sergeants in Frontline roles only) and a 3% Second-In-Command Premium (which applies to members when temporarily backfilling a short term platoon command position.) An allowance of \$2,101 per Constable FTE and \$3,330 per Sergeant FTE for the Frontline Patrol Premium and \$76 per Constable FTE for the Second-In-Command premium have been included in the salary rates for Constables and Sergeants. These allowances are subject to reconciliation.

FTEs have been apportioned between Base Services and Calls for Service costs based on the current ratio, 50.7% Base Services : 49.3% Calls for Service.

- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2024 Municipal Policing Cost-Recovery Formula.

OPP 2025 Calls for Service Billing Summary

Southwold Tp

Estimated costs for the period January 1 to December 31, 2025

Calls for Service Billing Workgroups	Calls for Service Count					2025 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2025 Estimated Calls for Service Cost
	2020	2021	2022	2023	Four Year Average				
	A					B	C = A * B		
	Note 1							Note 2	Note 3
Drug Possession	2	3	2	2	2	5.9	13	0.0007%	1,527
Drugs	0	1	0	0	0	88.1	22	0.0012%	2,534
Operational	256	250	251	236	248	3.9	968	0.0532%	111,367
Operational 2	69	65	63	67	66	1.7	112	0.0062%	12,906
Other Criminal Code Violations	12	11	9	13	11	7.1	80	0.0044%	9,188
Property Crime Violations	89	83	100	77	87	6.2	541	0.0297%	62,224
Statutes & Acts	26	50	39	38	38	3.5	134	0.0074%	15,399
Traffic	128	150	139	108	131	3.8	499	0.0274%	57,370
Violent Criminal Code	45	40	22	36	36	14.8	529	0.0291%	60,861
Municipal Totals	627	653	625	577	621		2,898	0.1591%	\$333,376

Provincial Totals (Note 4)

Calls for Service Billing Workgroups	Calls for Service Count					2025 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2025 Estimated Calls for Service Cost
	2020	2021	2022	2023	Four Year Average				
	A					B	C = A * B		
	Note 1							Note 2	Note 3
Drug Possession	2,803	2,979	2,483	2,363	2,657	5.9	15,676	0.8608%	1,803,207
Drugs	1,127	1,050	797	920	974	88.1	85,765	4.7092%	9,865,380
Operational	178,171	180,823	176,502	180,423	178,980	3.9	698,021	38.3272%	80,291,662
Operational 2	48,046	48,395	46,304	47,019	47,441	1.7	80,650	4.4283%	9,276,939
Other Criminal Code Violations	12,123	12,103	12,206	12,931	12,341	7.1	87,619	4.8110%	10,078,638
Property Crime Violations	46,799	47,403	48,878	49,446	48,132	6.2	298,415	16.3855%	34,325,987
Statutes & Acts	31,261	32,888	32,697	34,047	32,723	3.5	114,531	6.2887%	13,174,266
Traffic	32,067	34,757	38,776	32,713	34,578	3.8	131,397	7.2148%	15,114,318
Violent Criminal Code	19,343	20,055	21,513	22,640	20,888	14.8	309,139	16.9743%	35,559,474
Provincial Totals	371,740	380,453	380,156	382,502	378,713		1,821,214	100%	\$209,489,870

Notes to Calls for Service Billing Summary

- 1) Displayed without decimal places, exact numbers used in calculations
- 2) Displayed to four decimal places, nine decimal places used in calculations
- 3) Total costs rounded to zero decimals
- 4) Provincial Totals exclude data for dissolutions and post-2021 municipal police force amalgamations.

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OPP 2025 Calls for Service Details
Southwold Tp
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Grand Total	627	653	625	577	620.50
Drug Possession	2	3	2	2	2.25
Drug Related Occurrence	1	1	1	0	0.75
Possession - Heroin	0	1	0	0	0.25
Possession - Methamphetamine (Crystal Meth)	1	0	1	0	0.50
Possession - Other Controlled Drugs and Substances Act	0	1	0	2	0.75
Drugs	0	1	0	0	0.25
Trafficking – Opioid (other than heroin)	0	1	0	0	0.25
Operational	256	250	251	236	248.25
Accident - non-MVC - Commercial	0	0	1	0	0.25
Accident - non-MVC - Master Code	1	1	1	0	0.75
Animal - Bite	0	1	0	1	0.50
Animal - Dog Owners Liability Act	2	3	1	1	1.75
Animal - Injured	7	4	5	10	6.50
Animal - Left in Vehicle	0	1	1	0	0.50
Animal - Master Code	0	0	1	0	0.25
Animal - Other	2	1	2	1	1.50
Animal - Stray	8	10	5	5	7.00
Assist Fire Department	1	3	0	4	2.00
Assist Public	37	31	10	25	25.75
By-Law - Master Code	0	2	1	1	1.00
Distressed / Overdue Motorist	3	2	1	2	2.00
Dogs By-Law	1	0	0	0	0.25
Domestic Disturbance	27	19	18	18	20.50
Family Dispute	15	21	16	15	16.75
Fire - Building	4	5	3	6	4.50
Fire - Other	2	1	2	1	1.50
Fire - Vehicle	3	4	7	1	3.75
Firearms (Discharge) By-Law	1	0	1	0	0.50
Fireworks By-Law	0	0	0	1	0.25
Found - Gun	1	0	0	0	0.25
Found - License Plate	0	1	0	0	0.25
Found - Others	1	0	0	1	0.50
Found Property - Master Code	11	12	9	9	10.25
Insecure Condition - Master Code	0	1	1	0	0.50
Lost - License Plate	0	3	0	1	1.00
Lost - Personal Accessories	0	0	2	1	0.75
Lost - Sporting Goods, Hobby Equip.	0	0	0	1	0.25
Lost Property - Master Code	3	5	2	0	2.50
Medical Assistance - Other	0	1	0	0	0.25
Missing Person 12 & older	1	2	2	2	1.75
Missing Person Located 12 & older	1	0	2	1	1.00
Missing Person under 12	0	0	0	1	0.25
Neighbour Dispute	11	24	21	18	18.50
Noise Complaint - Animal	0	0	0	1	0.25

OPP 2025 Calls for Service Details
Southwold Tp
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Noise Complaint - Master Code	8	5	6	10	7.25
Noise Complaint - Vehicle	0	1	0	1	0.50
Other Municipal By-Laws	4	6	9	1	5.00
Overdose/Suspected Overdose -Opioid Related	1	0	0	0	0.25
Phone - Master Code	2	2	3	4	2.75
Phone - Nuisance - No Charges Laid	3	2	5	0	2.50
Phone - Other - No Charges Laid	1	1	40	0	10.50
Phone - Threatening - No Charges Laid	1	0	1	0	0.50
Sudden Death - Accidental	0	0	0	1	0.25
Sudden Death - Natural Causes	2	2	3	3	2.50
Suspicious Person	43	31	29	45	37.00
Suspicious vehicle	41	26	27	34	32.00
Text- related Incident (Texting)	0	1	0	0	0.25
Traffic By-Law	0	1	0	0	0.25
Trouble with Youth	2	3	1	1	1.75
Unwanted Persons	3	5	8	4	5.00
Vehicle Recovered - Automobile	1	2	3	3	2.25
Vehicle Recovered - Trucks	1	4	1	1	1.75
Operational 2	69	65	63	67	66.00
911 call - Dropped Cell	12	11	8	15	11.50
911 call / 911 hang up	15	19	19	14	16.75
False Alarm - Accidental Trip	1	1	0	0	0.50
False Alarm - Cancelled	1	0	0	0	0.25
False Alarm - Malfunction	1	0	0	0	0.25
False Alarm - Others	29	25	20	18	23.00
False Holdup Alarm - Accidental Trip	0	0	1	5	1.50
Keep the Peace	10	9	15	15	12.25
Other Criminal Code Violations	12	11	9	13	11.25
Animals - Cruelty	0	1	0	0	0.25
Animals - Kill or injure	0	1	0	0	0.25
Bail Violations - Breach of Recognizance	0	0	3	0	0.75
Bail Violations - Fail To Comply	2	0	2	6	2.50
Bail Violations - Others	1	0	0	1	0.50
Breach of Probation	0	0	1	2	0.75
Disturb the Peace	2	2	1	0	1.25
Obstruct Public Peace Officer	2	1	1	0	1.00
Offensive Weapons - Careless use of firearms	0	0	1	1	0.50
Offensive Weapons - In Vehicle	0	2	0	0	0.50
Offensive Weapons - Other Offensive Weapons	1	0	0	1	0.50
Offensive Weapons - Other Weapons Offences	0	0	0	1	0.25
Offensive Weapons - Possession of Weapons	2	0	0	0	0.50
Offensive Weapons - Restricted	0	1	0	0	0.25
Possess Firearm while prohibited	1	0	0	0	0.25
Possession of Burglary Tools	1	0	0	0	0.25
Public Mischief - mislead peace officer	0	1	0	1	0.50

OPP 2025 Calls for Service Details
Southwold Tp
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Trespass at Night	0	1	0	0	0.25
Utter Threats to damage property	0	1	0	0	0.25
Property Crime Violations	89	83	100	77	87.25
Break & Enter	14	7	9	5	8.75
Break & Enter - Firearms	0	0	1	0	0.25
Fraud - Account closed	1	0	0	0	0.25
Fraud - False Pretence Under \$5,000	0	0	1	0	0.25
Fraud - Forgery & Uttering	2	0	0	0	0.50
Fraud - Fraud through mails	0	0	1	1	0.50
Fraud - Master Code	3	3	7	6	4.75
Fraud - Money/property/security Over \$5,000	0	2	1	2	1.25
Fraud - Money/property/security Under \$5,000	1	2	5	6	3.50
Fraud - Other	1	10	5	6	5.50
Fraud - Steal/Forge/Poss./Use Credit Card	1	0	0	0	0.25
Identity Fraud	0	0	1	0	0.25
Interfere with lawful use, enjoyment of property	0	1	1	2	1.00
Mischief	13	12	10	12	11.75
Personation with Intent (fraud)	0	2	0	1	0.75
Possession of Stolen Goods over \$5,000	1	0	0	1	0.50
Possession of Stolen Goods under \$5,000	0	1	0	0	0.25
Property Damage	3	0	10	4	4.25
Theft from Motor Vehicles Over \$5,000	0	1	1	1	0.75
Theft from Motor Vehicles Under \$5,000	13	2	5	5	6.25
Theft of - All Terrain Vehicles	0	2	0	0	0.50
Theft of - Automobile	0	2	1	2	1.25
Theft of - Mail	2	0	1	0	0.75
Theft of - Motorcycles	1	1	0	0	0.50
Theft of - Other Motor Vehicles	0	0	1	0	0.25
Theft of - Trucks	2	3	3	4	3.00
Theft of Motor Vehicle	7	10	15	10	10.50
Theft Over \$,5000 - Construction Site	0	0	0	1	0.25
Theft Over \$5,000 - Boat Motor	0	0	1	0	0.25
Theft Over \$5,000 - Building	0	0	1	0	0.25
Theft Over \$5,000 - Other Theft	0	0	1	0	0.25
Theft Over \$5,000 - Persons	0	0	0	1	0.25
Theft Over \$5,000 - Trailers	0	0	0	1	0.25
Theft Under \$5,000 - Bicycles	1	0	0	1	0.50
Theft Under \$5,000 - Construction Site	0	0	2	0	0.50
Theft Under \$5,000 - Farm Agricultural Produce	0	0	1	1	0.50
Theft Under \$5,000 - Farm Equipment	0	1	0	0	0.25
Theft Under \$5,000 - Gasoline Drive-off	8	8	0	0	4.00
Theft Under \$5,000 - Master Code	3	5	6	3	4.25
Theft Under \$5,000 - Other Theft	9	4	8	0	5.25
Theft Under \$5,000 - Persons	0	0	1	0	0.25
Theft Under \$5,000 Shoplifting	2	4	0	1	1.75

OPP 2025 Calls for Service Details
Southwold Tp
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Unlawful in a dwelling house	1	0	0	0	0.25
Statutes & Acts	26	50	39	38	38.25
Custody Dispute	0	3	1	0	1.00
Family Law Act - Custody/Access order	0	0	0	1	0.25
Landlord / Tenant	4	7	4	6	5.25
Mental Health Act	3	7	10	7	6.75
Mental Health Act - Apprehension	0	2	7	4	3.25
Mental Health Act - Attempt Suicide	1	1	2	2	1.50
Mental Health Act - No contact with Police	1	0	0	0	0.25
Mental Health Act - Placed on Form	2	3	0	3	2.00
Mental Health Act - Threat of Suicide	2	5	7	7	5.25
Mental Health Act - Voluntary Transport	1	2	3	3	2.25
Trespass To Property Act	12	20	5	5	10.50
Traffic	128	150	139	108	131.25
MVC - Fatal (Motor Vehicle Collision)	4	1	0	0	1.25
MVC - Others (Motor Vehicle Collision)	0	1	2	1	1.00
MVC - Pers. Inj. Failed to Remain (Motor Vehicle Collision)	0	1	1	1	0.75
MVC - Personal Injury (Motor Vehicle Collision)	12	12	12	10	11.50
MVC - Prop. Dam. Failed to Remain (Motor Vehicle Collision)	4	5	7	3	4.75
MVC - Prop. Dam. Non Reportable (Motor Vehicle Collision)	50	27	21	31	32.25
MVC - Prop. Dam. Reportable (Motor Vehicle Collision)	58	103	96	60	79.25
MVC (Motor Vehicle Collision) - Master Code	0	0	0	2	0.50
Violent Criminal Code	45	40	22	36	35.75
Abduction Under 14	0	0	0	1	0.25
Assault - Level 1	33	31	7	19	22.50
Assault With Weapon or Causing Bodily Harm - Level 2	4	1	1	2	2.00
Criminal Harassment	1	2	3	3	2.25
Extortion	0	1	2	0	0.75
Indecent / Harassing Communications	1	2	1	5	2.25
Non-Consensual Distribution of Intimate Images	0	0	1	0	0.25
Pointing a Firearm	0	1	0	0	0.25
Robbery - Master Code	0	0	1	0	0.25
Sexual Assault	3	0	4	2	2.25
Sexual offence occurring prior to January 4, 1983	0	1	0	0	0.25
Utter Threats - Master Code	2	0	1	1	1.00
Utter Threats to Person	1	1	0	3	1.25
Voyeurism	0	0	1	0	0.25

OPP 2023 Reconciled Year-End Summary
Southwold Tp
Reconciled cost for the period January 1 to December 31, 2023

			<u>Cost per Property \$</u>	<u>Reconciled Cost \$</u>	<u>Estimated Cost \$</u>
Base Service	Property Counts				
	Household	1,821			
	Commercial and Industrial	<u>67</u>			
	Total Properties	<u><u>1,888</u></u>	174.11	328,729	312,770
Calls for Service	Total all municipalities	187,830,598			
	Municipal portion	0.1789%	177.98	336,019	319,465
Overtime			13.85	26,145	22,203
Prisoner Transportation	(per property cost)		1.45	2,738	2,209
Accommodation/Cleaning Services	(per property cost)		<u>5.06</u>	<u>9,553</u>	<u>9,195</u>
Total 2023 Costs			<u><u>372.45</u></u>	<u><u>703,184</u></u>	<u><u>665,842</u></u>
2023 Billed Amount				<u><u>665,842</u></u>	
2023 Year-End-Adjustment				<u><u>37,343</u></u>	

Notes

The Year-End Adjustment above is included as an adjustment on the 2025 Billing Statement.

This amount is incorporated into the monthly invoice amount for 2025.

The difference between the estimated and billed amount is due to rounding the bills to the nearest dollar throughout the year.

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TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15th 2024

PREPARED BY: Corey Pemberton, Director of Building and Community Services

REPORT NO: CBO 2024-014

SUBJECT MATTER: Activity report September 2024

Recommendation(s):

None – For Council Information.

Purpose:

The update Council on monthly activities since last report

Background:

1. 2023/2024 Capital Project Process:

2023		
Township Office	Budget	Status/Comment
Door lock fob system office	10,000.00	
Parks projects		
SOSP parking lot widening	10,000.00	
Dog waste bins and signage	2000.00	
Park benches	16,000.00	Ongoing
Walking trail concrete install	5000.00	Completed
Keystone Complex		
Barrier/Bollards install to protect playground and septic system	10000.00	Completed
2024		
Parks		
Walking trails conversion to concrete	\$5,000.00	Completed
Fingal Ball Park Diamond Light Replacement	\$40,000.00	Completed

Fingal Ball Park Storage Shed Roof Replacement	\$12,000.00	
Talbotville Optimist Heritage Park Storage Shed Roof Replacement	\$12,000.00	

Comments/Analysis Building:

See attached permit comparison report Schedule A CBO 2024-013 for comparison report.


Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully Submitted by:
Corey Pemberton,
Director of Building and
Community Services
“Submitted electronically”

Approved by:
Lisa Higgs, CAO/Clerk
“Approved electronically”

	Township of Southwold						
	Permit Comparison Summary						
	Issued For Period January - September						
Current Year to Date				Previous Year to Date			
PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION	PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	28	10,790	1,474,300	Accessory structures	27	10,278	1,758,860
Agricultural	7	9,520	1,640,421	Agricultural	12	11,868	4,301,200
Change of Use				Change of Use	1	150	-
Commercial	1	5,798	483,212	Commercial	4	3,450	384,900
Demolition	3	1,100	31,000	Demolition	9	1,500	84,401
Heating				Heating		-	-
Industrial Building	3	12,584	4,461,900	Industrial Building	1	240	20,000
institutional Building	1	36,000	3,000,000	institutional Building			
Miscellaneous	2	686	202,000	Miscellaneous	5	763	30,743
Plumbing	4	600	26,500	Plumbing	4	450	17,500
Pools	7	1,200	347,000	Pools	11	1,650	576,106
Residential Building	27	41,521	11,816,675	Residential Building	29	48,826	15,508,590
Sewage System	20	10,300	496,400	Sewage system	18	8,100	780,500
Signs	5	750		Signs	4	450	12,000
Combined Use				Combined Use		-	-
TOTAL	108	130,849	23,979,408	TOTAL	125	87,724	23,474,800

Current Year			Previous Year		
TOTAL PERMIT ISSUED		108		125	
TOTAL DWELLING UNITS CREATED		16		18	
TOTAL PERMIT VALUE		23,979,408		23,474,800	
TOTAL PERMIT FEE		130,849		87,724	
TOTAL INSPECTION COMPLETED(YTD)		1162		711	

September 2023 Compared to September 2024							
Current Year				Previous Year			
	PERMIT COUNT	FEE	COST OF CONSTRUCTION		PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	2	526	29,000	Accessory structures	3	4,011	540,000
Agricultural				Agricultural	1	3,171	800,000
Change of Use				Change of Use			
Commercial				Commercial	1	2,800	150,000
Demolition				Demolition		150	
Heating				Heating			
Industrial Building				Industrial Building			
institutional Building				institutional Building			
Miscellaneous				Miscellaneous			
Plumbing	1	150	8,000	Plumbing			
Pools	2	300	64,000	Pools			
Residential Building				Residential Building			
Sewage System	1	500	9,000	Sewage System	1	500	6,500
Signs				Signs	1		
Combine Use				Combined Use			
TOTAL	6	1,476	110,000	TOTAL	7	10,632	1,496,500



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15, 2024

PREPARED BY: Lisa Higgs, CAO/Clerk

REPORT NO: CAO 2024-71

SUBJECT MATTER: Activity Report for CAO/Clerk September 2024

Recommendation(s):

None – For Council Information.

Purpose:

To update Council on the CAO/Clerk Activities for September 2024.

Meetings/Events:

- September 4, 2024** Senior Managers Meeting
- September 5, 2024** Township of Southwold - PSD Citywide - Weekly Meeting
- September 5, 2024** Meeting with By Law Contractor
- September 9, 2024** Meeting with County Planning - Transition
- September 9, 2024** Planning Pre-Consultation - Lot Addition on Union Road
- September 9, 2024** Minor Variance - Sunset Drive Application
- September 10, 2024** Talbotville WWTP EA Update Meeting
- September 10, 2024** Planning Pre-Consultation - Lot Addition Union Road
- September 11, 2024** Staff Meeting
- September 11, 2024** Land Donation Severance Discussion
- September 12, 2024** Rail Site Meeting and Lunch
- September 12, 2024** Township of Southwold - PSD Citywide - Weekly Meeting
- September 12, 2024** Deer Ridge Grand Opening Ceremony
- September 14, 2024** Officiated Wedding in Fingal
- September 16, 2024** Planning Application Consultation - Sunset Road
- September 16, 2024** Housing Enabling Core Services Grant Webinar
- September 18, 2024** Senior Managers Meeting
- September 18, 2024** HEWSF Provincial Announcement
- September 18, 2024** Elgin County Clerks/Deputy Clerks Meeting
- September 18, 2024** Collective Agmt HR Advice - New Position Creation
- September 19, 2024** Township of Southwold - PSD Citywide - Weekly Meeting
- September 19, 2024** Donation of CA Lands Meeting
- September 23, 2024** Elgin Administrators Group Meeting
- September 24, 2024** Planning Advice - Shedden

- September 24, 2024** Development Agreements Review - Talbotville
- September 25, 2024** Staff Meeting
- September 25, 2024** AMCTO Mentorship Webinar
- September 25, 2024** CCHC Board Meeting
- September 26, 2024** Township of Southwold - PSD Citywide - Weekly Meeting
- September 26, 2024** Meeting to Discuss Pool Fencing Issue
- September 26, 2024** Township of Southwold - PSD Citywide - Weekly Meeting

Economic Development

The Economic Development Committee hosted their “business after five” type event, on Wednesday September 25th at 5-8 pm at Nature’s Oasis. The Committee deferred meeting in September, but instead members supported the Township at the HEWSF event.

Recruitment/Staffing

The Township does not have a full time Planner and is contemplating centralizing planning services with Elgin County. In the interim, the CAO/Clerk and CBO monitor and provide responses to residents and then inquiries that require complex planning advice are forwarded to a Planning Consultant. In September, the creation of a new position in CUPE was approved by Council; staff is working with CUPE on endorsing a Letter of Understanding for the new position and have posted to recruit.

Grant Application Progress and Updates

The municipality has received responses on the following grant applications:

- Trillium Resiliency Grant – Parks Master Plan – *UNSUCCESSFUL*
- Community Emergency Management Preparedness Grant – New Generator and Portable Radios – *SUCCESSFUL – Funding of \$50,000.00*
- Waste Reduction Capacity Grant- Study for Organic Collection Models – *UNSUCCESSFUL*
- Fire Marshal’s Public Fire Safety Council – New Smart Boards for Fire Halls – *SUCCESSFUL – Funding of \$1,950.03*
- Rural Economic Development Grant (Municipal Parking Lot in Shedden) – *UNSUCCESSFUL – Feedback from Granting Organization was that our project was considered “Major Capital” and was therefore ineligible*
- Trillium Capital Grant – Stormwater Pond & Accessible Trail in Fingal – *UNSUCCESSFUL.*

- Enabling Housing Water Systems Find Grant – *SUCCESSFUL* – Waiting for Transfer Payment Agreement for \$27.8 Million for Shedden & Fingal Sanitary Servicing
- Trillium Seed Funding – Staff do not have a relevant application but have forwarded information to various community groups.
- Fire Protection Grant – *APPLIED*
- Community Sport and Recreation Infrastructure Grant – *Application In Draft Form*
- Flood Hazard and Identification Mapping Program – *Report on October 15th agenda for Council discussion and Approval.*
- Intact Municipal Climate Resiliency Grants Program – *Staff Researching – Application Due January 2025*
- Housing Enabling Core Systems Fund – *Application in Progress – Report on October 15th Council Agenda for Discussion*

Shared Services

Shared services with Dutton Dunwich and West Elgin continue to be productive.

Policy Development

The October 15th Agenda contains a series of updated HR policies for Council consideration and adoption.

2024 Budget and Projects:

Staff are continuing to plan out and implement the various projects and programs approved in the 2024 budget.

Capital Project Progress:

Project	Budget	Status/Comments
Laserfiche Processes	\$20,000	Recently switched to a new vendor. A meeting for Accounts Payable Automated Process was initiated.
HR / H&S Policy and Program Updates/Improvements	\$5,000	In progress with internal resources only so far.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

**Respectfully Submitted by:
Lisa Higgs, CAO/Clerk
"Submitted electronically"**



TOWNSHIP OF SOUTHWOLD

MEETING DATE: October 15, 2024

PREPARED BY: Lisa Higgs, CAO/Clerk

REPORT NO: CAO 2024-72

SUBJECT MATTER: Extension of Agreement for Integrity Commissioner and Closed Meeting Investigator Services

Recommendation(s):

THAT the report titled "CAO 2024-71 Extension of Agreement for Integrity Commissioner and Closed Meeting Investigator Services" from the CAO/Clerk be received; and

THAT the contract with Aird & Berlis LLP for Integrity Commissioner and Closed Meeting Investigator Services be extended for a 2 ½ year term to end on May 31, 2027.

Purpose:

This report provides details on the extension of the contract with Aird & Berlis LLP for Integrity Commissioner and Closed Meeting Investigator Services and seeks Council's approval to authorize the contract extension for an amended term.

Background:

On November 14, 2024, Southwold Council passed By-Law No. 2022-87, which awarded the contract for Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman to Aird & Berlis LLP for a two-year term. The By-Law also appointed Aird & Berlis LLP to act in these roles, until November 1, 2024. The original agreement with Aird & Berlis LLP provided an option to extend the contract for an additional two years, at the mutual agreement of both parties.

Given that the term is set to expire at the end of this month, Council needs to consider extending the appointment or seeking alternative solutions for these services.

Comment:

During recent discussions with Aird & Berlis LLP regarding the extension of the contract, there are two changes being recommended for the extension of the agreement. The first change is the removal of the Ombudsman services from the agreement. Aird & Berlis LLP has advised there is not much work required and any work that is required can be completed by the Ontario Ombudsman.

The second change is the term of the extension in the original agreement. The two year extension originally noted in the RFP will take the term to October 30th, 2026, immediately after the municipal elections. This is not a good time for an outgoing council to make decisions that will be called up to decide on the appointment of the accountability officers. It may also create a problem in terms of the lame duck council provisions. Extending the contract for 2 ½ years from the original extension term of two years will allow for a new RFP to be issued after the election process. It is recommended that the new extension term be from November, 2024 to May 31, 2027.

Elgin County and many other local municipalities are considering the same extension, so a joint RFP can likely be issued again, making the process significantly easier.

Financial Implications:

Aird & Berlis LLP has provided an updated schedule to the agreement outlining adjusted rates, which do represent increases, ranging from 15% to 35%, depending on the lawyer who is assigned to the file. The 2022 agreement with Aird & Berlis LLP includes rates that are charged when the services are used, and include an hourly rate depending on the lawyer, title, and years experience as a lawyer. There is no flat rate retainer charged. Since entering in the agreement in 2022, Southwold has not had any investigations and has not been invoiced for services from Aird & Berlis LLP. There have been instances where Aird & Berlis LLP have responded to residents or provided advice on matters, but the municipality has not been invoiced.

Any costs associated with Closed Meeting Investigations, or Integrity Commissioner investigations and reports would be funded from the general levy and Council budget. The Township does not maintain a reserve for these potential costs.

**Respectfully Submitted by:
Lisa Higgs, CAO/Clerk
"Submitted electronically"**



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15th, 2024

PREPARED BY: Lisa Higgs, CAO/Clerk

REPORT NO: CAO 2024-73

SUBJECT MATTER: Backyard Hens in Residential One (R1) Zones

Recommendation:

THAT Council give consideration to By-Law No. 2024-52, a By-Law adopting a licensing system to permit Backyard Hens in R1 Zones in the Township of Southwold;

AND THAT Council give consideration to By-Law No. 2024-53, a By-Law to amend the User Fee By-Law to adopt an initial license fee of \$150.00 and an annual renewal fee of \$75.00 for Backyard Hens;

AND THAT Council directs staff to include wording in the next housekeeping amendment to the Zoning By-Law to amend section 3.16, the "Keeping of Animals", to permit backyard hens in certain R1 Zones, subject to a license being issued;

AND THAT staff be directed to cease enforcement of chickens listed in section 3.16 of the Zoning By-Law, so long as the regulations of By-Law 2024-52 are complied with, until such time as the housekeeping Zoning By-Law can be adopted;

Purpose:

To seek Council approval of various By-Laws to proceed with a licensing regime for Backyard Hens in the Residential One (R1) Zone in the Township's Settlement Areas.

Background:

In response to delegations to Council which took place in August 2024, Council directed staff to proceed with drafting a licensing By-Law and initiate Zoning By-Law changes to provide residents in existing oversized R1 Zoned properties to have a limited number of Backyard Hens.

Comments/Analysis:

To accomplish Council's directive to provide a regime to permit a limited number of backyard hens, there are a series of By-laws that need to be adopted and amended. These By-laws are included on the October 15, 2024 agenda. Commentary on each By-Law is included below.

By-Law No. 2024-52 (Being a By-law to regulate and licence the keeping of Backyard Hens within Residential One (R1) Zones in the Township of Southwold)

- Includes definitions for use within the By-law. Makes a clear distinction between “chickens” and “hens”
- Outlines the requirement for acquiring a license and the various application steps (application form, site/sketch, checklist including that the applicant swears a declaration that they’ve reviewed various guidelines and will care for the hens, requires payments for a license)
- Limits the total number of licenses approved annually within the Township to 15. Council may choose to alter this number in the future, however it can serve as a mechanism for “piloting” the program
- Provides a process for easily renewing a license into subsequent years
- Prescribes that licenses will only be issued in R1 Zones that are at least 1858.0 m² (20,000 sf²), and only for properties that are meeting all other applicable law and have no other outstanding fines or orders
- Sets Regulations for Hens:
 - o Max. of 4 hens permitted
 - o Must be at least 4 months old
 - o No roosters permitted
 - o Deceased hens must be disposed of promptly in sanitary manner
 - o Slaughtering is prohibited
 - o Selling of eggs, manure, meat or other products is prohibited
- Prescribes standards for coops, including location, construction materials, size, fencing, heating source, cleanliness, protection from predators, food storage requirements, manure storage, etc.
- Includes Set Fines for enforcement (which will need to be approved by the province, following adoption of the By-Law).

By-Law No. 2024-53 (Being a By-Law to Amend Animal Control Fees in By-Law No. 2021-73)

Implementation of the Backyard Hen licensing program requires the creation of a license fee. User fees are adopted as part of the Township’s user fee By-Law, so any additions need to be endorsed through an amending By-Law.

Staff are recommending that initial license fee for Backyard Hens be set at \$150.00 and then the annual renewal be \$75.00. The initial fee is equal to the minimum building

permit fee, the same fee that is applied to more basic building permit applications (i.e. small decks, pool fences, minor construction). The staff review for a backyard hen license may be similar to these types of applications in that it involves a zoning review, site plan review, circulation to relevant departments, witnessing a sworn declaration, application form review, administrative process (fee collection, receipt), etc.

Zoning By-Law Amendment (No. 2011-14)

In order to implement the Backyard Hen Licensing program, Southwold needs to update the Zoning By-Law as well, since the provisions of the Zoning By-Law currently prohibit chickens in a residential zone:

Namely, this section of the ZBL needs an amendment:

3.16 Keeping of Animals

No land, building or structure in the R1, R2 or R3 Zones shall be used for the keeping of bees, or for the raising or keeping of a horse, cow, donkey, mule, pig, goat, sheep, goose, turkey, **chicken**, duck, pigeon, rabbit, snake, reptile, cougar, fox, wolf, skunk, raccoon or any wild animal or fish and amphibian for the raising or keeping of more than one of each of them or for the raising or keeping any number of some or all of them.

No land, building or structure shall be used for the keeping of more than four (4) or more dogs or four (4) or more cats except in an Animal Clinic, Kennel, Boarding Kennel or Retail Store selling dogs and cats.

Secondarily, the definition of "agricultural use" and "livestock" may need some amendment and there needs to be the inclusion of a definition for "backyard hens".

Updates to the Zoning By-Law are referred to as "Housekeeping" and require a series of mandated processes (a public notice, a public meeting, a notice of passing, an appeal period etc). There are a series of housekeeping updates needed to the Zoning By-Law at this time, and conformity exercise to align our Zoning By-Law with the Official Plan that is needed as well. Since the Housekeeping By-Law is more involved and will take some time, staff is recommending that we proceed with enacting the licensing By-Law, but continue the moratorium on enforcing the Zoning By-Law chicken provision in section 3.16, until such time as the housekeeping By-Law can be updated.

Financial Implications:

Staff are proposing a user fee of \$150.00 for the license fee and \$75.00 for renewal. Costs and enforcement provisions will be monitored and any future fees will be proposed to Council for consideration. Set fines included in the By-Law are set at \$205.00 per offence.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

**Respectfully Submitted by:
Lisa Higgs, CAO/Clerk
"Submitted electronically"**



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15, 2024

PREPARED BY: Lisa Higgs, CAO/Clerk

REPORT NO: CAO 2024-74

SUBJECT MATTER: Updates to the Southwold 175 Committee

Recommendation:

THAT the Council of the Township of Southwold receives the report "Updates to the Southwold 175 Committee" as information;

AND THAT Council updates the Appointments for the Southwold 175 Planning Committee to include a member of Council to replace outgoing member Deputy Mayor Pennings and outgoing Shedden representative John Coleman.

Purpose:

The purpose of this report is to update council on the membership for the Southwold 175 Committee.

Background:

The Township of Southwold was incorporated in 1850. Moving into 2025, the municipality will be celebrating 175 years as an incorporated Township, which the Economic Development Committee has identified as an exciting opportunity to celebrate the Township's proud history and look to developing its future.

As Council is aware, the Committee has been established via an appointment By-Law and Terms of Reference have been adopted. The Committee has been meeting on a monthly basis; one appointed Committee member has not attended any meetings, so it is recommended that he be replaced by another eager volunteer applicant. The Deputy Mayor, currently managing a very taxing Committee and volunteer portfolio, has also recommended that another Councillor be appointed to serve as the second Council representative.

Comments:

As noted above, the representative selected to the Committee from Shedden/Fingal has not been able to attend any meetings and has not provided any communication to the Committee explaining any absences.

Meanwhile, Talbotville resident and active Committee and Community Volunteer Janice Fisher has applied and has indicated an ongoing eagerness to serve on the Committee. Janice meets all of the previously recommended qualifications:

- Preferably, have previous Committee or local volunteer experience
- Reside or own property within the Township of Southwold
- Preferably have experience in large event planning

In light of a very heavy committee and volunteer portfolio, Deputy Mayor Pennings is requesting that another member of Council be appointed to the Southwold 175 Committee. Staff are seeking volunteers from members of Council to be appointed.

Financial Implications:

At this time the costs for a subcommittee are nominal, in that they include only staff time to administer the committee. Costs for a 2025 event would be contemplated during budget deliberations.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth.
- Welcoming and Supportive Neighbourhoods
- Economic Development
- Fiscal Responsibility and Accountability.

Respectfully Submitted by:
Lisa Higgs, CAO/Clerk
"Submitted electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 15, 2024

PREPARED BY: Lisa Higgs, CAO/Clerk

REPORT NO: CAO 2024-75

SUBJECT MATTER: HR Policy Updates

Recommendations:

THAT Council approve the HR Policies as listed in this report.

Purpose:

The purpose of this report is to seek Council's approval for the proposed updates to many of the organization's Human Resources (HR) personnel policies. These updates are designed to ensure compliance with current legislation, enhance employee engagement, and foster a more inclusive, safe, and productive work environment.

Background:

The Township's Personnel Policies were last updated comprehensively in 2017. Various policies have been brought before Council for amendment, however, the policies required updates, consistent numbering, new formatting, and review.

Updating the policies included a process where each was drafted by the summer student using a template provided through an online HR subscription service that the Township used to have, then reviewed and updated by the CAO/Clerk, then reviewed by the Accounting Clerk, and then circulated to all staff for review and comment.

All of the policies were reviewed with the Township's CUPE rep and forwarded to CUPE national for their review and comment. A presentation was also made to all of the Public Works employees to review the content and implications of each. Following this, a final review was completed by the CAO/Clerk, Deputy Clerk, and Treasurer.

There are more policies to be implemented and brought before Council in the coming months, but it was determined that some required a further vetting before coming to Council for approval. Below are the links to the policies ready for Council approval:

[HR-02-001 Individual Accommodation Policy 2024-10-15.pdf](#)

[HR-02-002 Cell Phone Use Policy v01 2024-10-15.pdf](#)

[HR-02-003 Classification of Employees 2024-10-15.pdf](#)

[HR-02-004 Complaint Resolution 2024-10-15.pdf](#)

[HR-02-005 Computer Internet Acceptable Usage 2024-10-15.pdf](#)

[HR-02-006 Confidentiality 2024-10-15.pdf](#)

[HR-02-007 Conflict of Interest 2024-10-15.pdf](#)

[HR-02-008 Contact with Media](#)

[HR-02-009 Dress Code](#)

[HR-02-011 Employee Attitude and Conduct 2024-10-15.pdf](#)

[HR-02-013 Loss of License 2024-10-15.pdf](#)

[HR-02-014 Outside Employment 2024-10-15.pdf](#)

[HR-02-018 Disciplinary Procedures 2024-10-15pdf.pdf](#)

[HR-02-019 Respect in the Workplace 2024-10-15.pdf](#)

[HR-02-020 Disconnecting from Work Policy 2024-10-15.pdf](#)

[HR-02-021 Personnel File 2024-10-15.pdf](#)

[HR-02-022 Electronic Monitoring Policy 2024-10-15.pdf](#)

[HR-02-023 Security of Property 2024-10-15.pdf](#)

[HR-02-24 Smoking in the Workplace 2024-10-15.pdf](#)

[HR-02-025 Seniority 2024-10-15.pdf](#)

[HR-02-026 Substance Abuse in the Workplace 2024-10-15.pdf](#)

[HR-02-027 Compressed Work Week Policy 2024.10-15.pdf](#)

[HR-02-029 Professional Development Policy 2024-10-15.pdf](#)

[HR-02-035 Ext. Modified Benefit 2024-10-15.pdf](#)

[HR-02-036 Probationary Period 2024-10-15pdf.pdf](#)

[HR-02-038 Performance Appraisals 2024-10-15.pdf](#)

[HR-02-039 Attendance Lateness Absenteeism 2024-10-15.pdf](#)

[HR-02-041 Inclement Weather 2024-10-15.pdf](#)

[HR-02-042 Early Retirement 2024-10-15.pdf](#)

[HR-02-043 Criminal Record Checks 2024-10-15.pdf](#)

[HR-02-044 Employee Long Service 2024-10-15.pdf](#)

[HR-02-045 Retirement 2024-10-15.pdf](#)

[HR-02-046 Resignation & Termination 2024-10-15.pdf](#)

[HR-02-049 Workers' Compensation 2024-10-15.pdf](#)

Financial Implications:

The policies included for adoption are reflective of existing practice and there are not substantive changes to any compensation offered to staff. Any financial impacts would be nominal.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

**Respectfully Submitted by:
Lisa Higgs, CAO/Clerk
"Submitted electronically"**



TOWNSHIP OF SOUTHWOLD

MEETING DATE: October 15, 2024

PREPARED BY: Lisa Higgs, CAO/Clerk

REPORT NO: CAO 2024-76

SUBJECT MATTER: Housing Enabling Core Services Fund

Recommendation(s):

THAT Council provide direction to staff on a submission for an Application for Funding under the Ontario Housing Core Services Fund.

Purpose:

The report serves to obtain Council authorization and direction to proceed with an application for funding with the Housing Enabling Core Services Fund.

Background:

Recently, staff became aware of a newly released the Housing Enabling Core Services Fund, which is a \$400 million delivered over three years (2024-25 to 2026-27) to provide funding for bridge and road assets that will enable new housing units.

Comment:

Applications to the HECS grant close on October 18, 2024, so an application submission by the end date is a challenge for staff, but not an impossibility. Eligible applicants include all municipalities that own road and bridge assets. Privately-owned assets are not eligible for this program.

The HECS grant is structured that the the Province would fund a maximum of 50% (up to \$20 million) of eligible project costs with the municipality required to fund all remaining project costs, including any cost over-runs or escalations.

For joint applications, the primary applicant can apply for up to \$20 million in provincial contribution on total eligible costs, times the number of applicants. For example, a joint project with three eligible co-applicants can submit a project with a combined provincial contribution of up to \$60 million (i.e., \$20 million multiplied by three eligible applicants equals \$60 million).

Staff have looked at various applications to submit in response to this call for proposals. While an initial idea was to attempt to stack the application alongside the Fingal and Shedden application for HEWSF, communication with Ministry of Infrastructure representatives suggested that an application that could assist with enabling additional housing beyond what has already been accounted for in the provincial total is a stronger application.

Staff are recommending that a potential grant application could be to improve the roadways of Major Line, McBain Line, and Ford Road, since the rehabilitation of these roads could be tied to draft plans of subdivision proposed in Ferndale Meadows, including the McBain & Adzija subdivisions proposed by Southside Group and McCaig subdivision planned off of Major Line.

There could be an opportunity to partner with the City of St. Thomas on a potential grant ask, since they intend on improving their section of Major Line.

The scope of the grant would include converting the existing more rural highway to incorporate more urban style cross-section, including installation of curbs and gutters, sidewalks, resurfacing, and boulevard trees.

While the financial implications and fiscal challenge is noted below, staff also note that there would be significant challenge in staff capacity and management. If Southwold wishes to pursue this grant opportunity, a consideration of a projects manager for this work to support the Director of Infrastructure and Development may be required.

Financial Implications:

Council is cautioned about the compounding financial obligations facing Southwold. As Council is aware, right now, the Township is constructing various major capital projects: a new Fire Hall, a new public works building, a new WWTP & conveyance system in Shedden and Fingal (funded 73% by the Province, but still requiring significant contributions from Southwold), and Wastewater Treatment work in Talbotville. Investment required in roads and bridges over the coming years continues to increase and a recent grant request for funding of recreation and trails, may result in Southwold needing to contribute \$500,000.00 of unbudgeted funds (50% of the project costs) to the effort.

High level estimates of the HECS grant project put the total costs ranging from \$6 - \$9 million, meaning that if successful, Southwold's share (50%) could be anywhere from \$3 - \$4.5 million.

**Respectfully Submitted by:
Lisa Higgs, CAO/Clerk
"Submitted electronically"**

Ministry of Agriculture,
Food and Agribusiness

Office of the Minister

77 Grenville Street, 11th Floor
Toronto, Ontario M7A 1B3
Tel: 416-326-3074

Ministère de l'Agriculture,
de l'Alimentation et de l'Agroalimentaire

Bureau du ministre

77, rue Grenville, 11^e étage
Toronto (Ontario) M7A 1B3
Tél. : 416 326-3074



September 24, 2024

Lisa Higgs
CAO/Clerk
Township of Southwold
cao@southwold.ca

Dear Ms. Higgs:

I am pleased to share that the governments of Canada and Ontario are investing up to \$1.5 million in our new Agricultural Workforce Equity and Diversity Initiative (AWEDI) to help minority groups start and grow businesses in the agri-food sector.


Funded through the Sustainable Canadian Agricultural Partnership (Sustainable CAP), AWEDI provides grants of up to \$100,000 to support agribusiness ventures led by underrepresented groups, including Indigenous peoples, 2SLGBTQI+ people, persons with disabilities, youth, women or members of French linguistic minority communities.

AWEDI is open to applications from organizations, research bodies, municipalities or Indigenous communities. Successful projects will support underrepresented groups in accessing spaces and equipment to grow or process agri-food products, as well as resources to help with financing.

Applications will open on October 8, 2024, and will be open until December 3, 2024.

Our government is committed to increasing the entrepreneurial diversity of our agricultural sector through our Grow Ontario Strategy. AWEDI will reinforce additional efforts our government has taken to cultivate agri-food talent, while enabling more Ontarians to share in the success of our growing agri-food industry. Should you have any questions about this or any other Ministry programs, please call 1-877-424-1300.

Sincerely,


Rob Flack
Minister of Agriculture, Food and Agribusiness



Good things grow in Ontario
À bonne terre, bons produits

Ministry Headquarters: 1 Stone Road West, Guelph, Ontario N1G 4Y2
Bureau principal du ministère: 1, rue Stone ouest, Guelph (Ontario) N1G 4Y2

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Tél. : 416 326-3074



Le 24 septembre 2024

Bonjour,

Je suis heureux de vous annoncer que les gouvernements du Canada et de l'Ontario investissent jusqu'à 1,5 million de dollars dans notre nouvelle Initiative pour l'équité et la diversité dans le secteur agricole (IEDSA) afin d'aider les groupes minoritaires à lancer et à faire croître des entreprises dans le secteur agroalimentaire.

Financée dans le cadre du Partenariat canadien pour une agriculture durable (PCA durable), l'IEDSA offre des subventions pouvant atteindre 100 000 \$ pour appuyer les agroentreprises dirigées par groupes sous-représentés, y compris des Autochtones, des personnes 2SLGBTQI+, des personnes handicapées, des jeunes, des femmes ou des membres de collectivités francophones minoritaires.

L'IEDSA accepte les demandes d'organismes, d'organismes de recherche, de municipalité ou de collectivités autochtones. Les projets retenus appuieront des groupes sous-représentés dans l'accès à des lieux et à du matériel pour cultiver ou transformer des produits agroalimentaires, ainsi qu'à des ressources pour les aider avec le financement.

La période de réception des demandes s'amorce le 8 octobre 2024 et se poursuivra jusqu'au 3 décembre 2024.

Notre gouvernement est déterminé à accroître la diversité entrepreneuriale de notre secteur agricole grâce à notre stratégie Cultiver l'Ontario. L'IEDSA renforcera les efforts additionnels consentis par notre gouvernement pour cultiver le talent agroalimentaire, tout en permettant à une part plus importante de la population ontarienne de participer au succès de notre industrie. Si vous avez des questions concernant ce programme ou d'autres programmes du ministère, veuillez composer le 1 877 424-1300.

Veuillez recevoir mes plus cordiales salutations.

Le ministre de l'Agriculture, de l'Alimentation et de l'Agroentreprise,


Rob Flack



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Bureau principal du ministère: 1, rue Stone ouest, Guelph (Ontario) N1G 4Y2

SEP 27 2024



James Carder
President

P.O. Box 136, Shedden, ON, Canada N0L 2E0
Email: fingalsheddenoptimistclub@gmail.com

September 23, 2024

Southwold Township Council
35663 Fingal Line
Fingal, Ontario
N0L 1K0

Dear Members of Council,

The Optimist Club of Fingal - Shedden & District wishes to advise that we have started planning for our Optimist Rosy Rhubarb Run, scheduled for Sunday, June 15, 2025 and respectfully request permission to close the intersection of Fingal at Union Road, Union Road north to Shedden and Union Road at Talbot Line (Hwy#3).

Our first race in June 2024 was a tremendous success with over 160 participants. Runners expressed how much they appreciated that the roads were closed to traffic. They felt safe and confident as they raced along the designated route. It is our intent to use the same route as last year with the roads closing at 9 am and reopening by 10:30 am or as soon as the last runner is safely on the Corsley Park grounds. We will have police at the intersection in Fingal, and at Union Road and Talbot Line (Hwy #3). The Optimist Club will work diligently with area churches, Fingal Farm Supply, Rosy Rhubarb Committee and Hoffsuemmer Grains to ensure area residents and farmers are aware of the road closure and suggest alternate routes.

We look forward to working with the Township of Southwold, Roads Department to ensure road closures are clearly marked and roads reopened as soon as it is safe to do so. Together, we can provide a safe route for our runners and youth participants.

We are excited to begin our preparations and trust we have your confidence and support as we look forward to Optimist Rosy Rhubarb Run 2025!

Many thanks for your consideration.

Sincerely,



Jim Carder
President

RECEIVED

OCT 01 2024

**Optimist Club of Fingal-Shedden & District
Annual Santa Claus Parade**

PO Box 136
Shedden, On, N0L 2E0
sgarvin@rogers.com

Sept 27, 2024

Township of Southwold
35663 Fingal Line
Fingal, ON N0L 1K0

To Whom It May Concern:

I am writing on behalf of the **Optimist Club of Fingal-Shedden & District** to request permission of the Southwold Council to hold our annual Santa Claus Parade in the Village of Fingal on **Sunday, December 1st, 2024, beginning at 2:00 p.m.**

Our planned route begins with all floats and marching entries forming at the Southwold Township office parking lot and on the side of the road along Fingal Line at the west end of the village. The parade proceeds east on Fingal Line through the main village intersection at Union Road and turns north at Lanark Street to Fowler Street, west on Fowler Street and again crosses Union Road onto Church Street, and ends back at the Southwold Township office parking lot.

We will request assistance from the OPP Detachment to handle overall traffic and crowd control. Since the Optimist Club has their own traffic barricades, we will not need any from the township. With the help of our club members, we will be stopping traffic along Fingal Line at the east end of the village at Centre Street, at the west end of the village at Church Street, at the intersection of Union Road and Fingal Line, and at the intersection of Union Road and Lanark Street.


The total length of time that the roadways will be blocked to traffic will be from 2:00p.m. to approximately 3:00p.m.

Your permission to allow us to go ahead with the parade would be greatly appreciated.

I can be contacted at the above email address or at 519-764-2436 to confirm your approval.

Yours sincerely,



Steve Garvin – 
Chair – Santa Claus Parade Committee
Optimist Club of Fingal-Shedden & District

Ministry of Agriculture,
Food and Agribusiness

Office of the Minister

77 Grenville Street, 11th Floor
Toronto, Ontario M7A 1B3
Tel: 416-326-3074

Ministère de l'Agriculture,
de l'Alimentation et de l'Agroentreprise

Bureau du ministre

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Toronto (Ontario) M7A 1B3
Tél. : 416 326-3074



September 27, 2024

Lisa Higgs
CAO/Clerk
Township of Southwold
cao@southwold.ca

Dear Ms. Higgs:


The governments of Canada and Ontario are investing up to \$1.5 million over four years to support international agri-food workers (IAWs) in Ontario through the new IAW Welcoming Communities Initiative. IAWs are key contributors to Ontario's \$51 billion agri-sector, and this investment reflects our commitment to attracting and retaining them. In doing so, we are helping to enhance their quality of life and supporting our goal of making Ontario the destination of choice for IAW's.

The IAW Welcoming Communities Initiative supports not-for-profits and municipalities such as yourself in delivering access to services and an inclusive and welcoming environment for IAWs. Eligible activities include developing translation supports, expanding transportation services, promoting cultural and recreational events, and more.

The IAW Welcoming Communities Initiative intake will open on October 8, 2024, to November 19, 2024. Successful projects can receive up to 75 per cent in cost-shared funding, up to a maximum of \$100,000. Applications demonstrating financial need may be eligible for a higher-level of cost-share funding. The initiative guidelines are available online: www.ontario.ca/page/international-agri-food-workers-welcoming-communities-initiative.

Please contact the Agricultural Information Contact Centre (AICC) by phone at 1-877-424-1300 or by e-mail at ag.info.omafa@ontario.ca if you have any questions.

Sincerely,


Rob Flack
Minister of Agriculture, Food and Agribusiness



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Ministry Headquarters: 1 Stone Road West, Guelph, Ontario N1G 4Y2
Bureau principal du ministère: 1, rue Stone ouest, Guelph (Ontario) N1G 4Y2

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Le septembre 27, 2024

Bonjour,

Les gouvernements du Canada et de l'Ontario investissent jusqu'à 1,5 million de dollars sur quatre ans afin de soutenir les travailleurs internationaux dans le secteur agroalimentaire (TISA) en Ontario dans le cadre de la nouvelle Initiative pour l'intégration communautaire des TISA. Les TISA sont des contributeurs essentiels au secteur agroalimentaire ontarien d'une valeur de 51 milliards de dollars, et cet investissement illustre notre engagement à les attirer et à les retenir. Ce faisant, nous aidons à améliorer leur qualité de vie et appuyons notre objectif de faire de l'Ontario la destination de choix pour les TISA.

L'Initiative pour l'intégration communautaire des TISA aide les organisations à but non lucratif et les municipalités comme la vôtre à offrir l'accès à des services et un environnement inclusif et accueillant pour les TISA. Les activités admissibles comprennent l'élaboration de soutiens à la traduction, l'élargissement des services de transport, la promotion des événements culturels et récréatifs, et plus encore.

L'appel de proposition aux termes de l'Initiative pour l'intégration communautaire des TISA s'amorcera le 8 octobre 2024 et prendra fin le 19 novembre 2024. Les projets retenus peuvent recevoir jusqu'à 75 pour cent en aide financière à frais partagés, jusqu'à un maximum de 100 000 \$. Les demandes démontrant un besoin financier peuvent être admissibles à une part plus importante d'aide financière à frais partagés. Les lignes directrices de l'initiative sont accessibles en ligne : www.ontario.ca/fr/page/initiative-pour-lintegration-communautaire-des-travailleurs-internationaux-dans-le-secteur-agroalimentaire.

Veillez communiquer avec le Centre d'information agricole par téléphone au 1 877 424-1300 ou par courriel à ag.info.omafa@ontario.ca si vous avez des questions.

Veillez recevoir mes plus cordiales salutations.

Le ministre de l'Agriculture, de l'Alimentation et de l'Agroentreprise,

Rob Flack



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Ministry Headquarters: 1 Stone Road West, Guelph, Ontario N1G 4Y2
Bureau principal du ministère: 1, rue Stone ouest, Guelph (Ontario) N1G 4Y2

From: Scott Butler <scott@goodroads.ca>
Sent: Wednesday, October 9, 2024 12:12 PM
To: Lisa Higgs <cao@southwold.ca>
Subject: Establishment of an Ontario Rural Road Safety Program

You don't often get email from scott@goodroads.ca. [Learn why this is important](#)

Good Roads

Wednesday, October 09, 2024

To: Township of Southwold Head of Council and Council Members

Sent via email to: cao@southwold.ca

Subject: Establishment of an Ontario Rural Road Safety Program

Too many Ontarians are being seriously injured or killed on our roads.

In 2023, there were 616 people killed and 36,090 people injured. The number of fatalities is up nearly 20% in the last ten years.

In 2021, the most recent year of complete data from MTO's *Ontario Road Safety Annual Report* (ORSAR), there were 561 fatalities – 426 of which occurred on municipal roads. While rural Ontario only represents 17% of the province's population, 55% of these deaths occurred on rural roads. By any measure, Ontario's rural roads are disproportionately more dangerous.

At the same time, municipal insurance premiums continue to increase. With no plausible reform being considered for joint and several liability, municipalities need to find innovative means for managing risk, particularly on their roadways,

To deal with this crisis, Good Roads has designed a multifaceted rural road safety program and have been in discussions with the Ministry of Transportation to fund it. The program would target a municipality's most dangerous roads, perform road safety audits, and install modern safety infrastructure that prevents serious injuries and save lives. This program is designed to be cost effective while also providing rural municipalities with a direct means for addressing risk associated with their roadways.

Good Roads has proposed leading a five-year \$183 million program that leverages our 131 years of municipal road expertise and our industry partnerships to quickly put in place the solutions that will address some of Ontario's most dangerous roads.

Good Roads is seeking support to address these preventable tragedies.

If the Township of Southwold would be interested in pursuing this, a Council resolution similar to the example below should be adopted and sent to the Premier and the Minister of Transportation:

WHEREAS official statistics from the Government of Ontario confirm that rural roads are inherently more dangerous than other

roads;

AND WHEREAS, despite only having 17% of the population, 55% of the road fatalities occur on rural roads;

AND WHEREAS, rural, northern, and remote municipalities are fiscally strained by maintaining extensive road networks on a smaller tax base;

AND WHEREAS, preventing crashes reduces the burden on Ontario's already strained rural strained health care system;

AND WHEREAS, roadway collisions and associated lawsuits are significant factors in runaway municipal insurance premiums. Preventing crashes can have a significant impact in improving municipal risk profiles;

THEREFORE, BE IT RESOLVED THAT the Township of Southwold requests that the Government of Ontario take action to implement the rural road safety program that Good Roads has committed to lead. It will allow Ontario's rural municipalities to make the critical investments needed to reduce the high number of people being killed and seriously injured on Ontario's rural roads; and

FURTHER THAT a copy of this resolution be forwarded to Premier Doug Ford, Hon. Prabmeet Sarkaria, Minister of Transportation, Hon. King Surma, Minister of Infrastructure, Hon. Rob Flack, Minister of Agriculture, Hon. Lisa Thompson, Minister of Rural Affairs, Hon. Trevor Jones, Associate Minister of Emergency Preparedness and Response, and Hon. Sylvia Jones, Minister of Health, and Good Roads; and

FURTHER THAT this resolution be circulated to all municipalities in Ontario requesting their support.

If you have any questions regarding this initiative please contact Thomas Barakat, Good Roads' Manager of Public Policy & Government Relations, at thomas@goodroads.ca at your convenience.

Sincerely,

Antoine Boucher
President
Good Roads Board of Directors

Scott R. Butler
Executive Director



— OBCM —
Ontario's Big City Mayors

How You Can Help SolvetheCrisis.ca A Request to Ontario Municipalities From Ontario's Big City Mayors

What is the SolvetheCrisis.ca Campaign?

Ontario's Big City Mayors (OBCM) launched the [SolvetheCrisis.ca](https://www.solveethecrisis.ca) campaign in August 2024 to address the homelessness, mental health and addictions crisis happening across Ontario.

After years of advocacy we are at a turning point, the time to act is now. This crisis is growing in municipalities and regions of every size across Ontario, and we need help more than ever!

Ontario municipalities of all sizes have stepped up, putting in place programs and housing options along with community partners and other stakeholders, advocating for funding that might be provided from other levels of government but is never consistent and never enough. We cannot tackle this alone, the federal and provincial governments' must come to the table.

We launched the [SolvetheCrisis.ca](https://www.solveethecrisis.ca) Campaign with a press conference at Queen's Park including a video that can be shared and found here: [OBCM You Tube Channel](#), a social media campaign that is still underway, and a website www.solveethecrisis.ca where your residents/networks/councils & staff can watch our video, join our call to action by filling out a letter to the Premier, various Ministers, local MPPs and MPs.

How Can You Help?

There are so many ways!

- Follow us on our socials & like and reshare our posts:
 - X (formerly Twitter) [@SolvetheCrisis_](#) and [@ONBigCityMayors](#),
 - LinkedIn [Ontario's Big City Mayors \(OBCM\)](#) and
 - Facebook [Ontario's Big City Mayors](#)

- Pass the draft motion attached, a more personalized version of the attached motion, or create one of your own!

- Share this call to action with your Council, Board of Directors, Membership, Networks and the public

- Share your motion and support of the SolveTheCrisis.ca campaign on social media and tag our accounts:
 - X (formerly Twitter) [@SolvetheCrisis_](#) and [@ONBigCityMayors](#),
 - LinkedIn [Ontario's Big City Mayors \(OBCM\)](#) and



— **OBCM** —
Ontario's Big City Mayors

- Facebook [Ontario's Big City Mayors](#)
- Use the hashtags #solvethecrisis and tag Solve the Crisis and OBCM's socials if you can to help us track and report on engagement
- Ask residents, staff, councillors, supporters, members and even your Mayor / Warden / Chair / Head of Council to visit www.solvethecrisis.ca fill out the letter to send the message to their local representatives stating that they want action now.
 - Encourage them to share it with their networks as well.
- Read through our attached backgrounders and key messages and include them in any advocacy efforts you may undertaking on this issue
- Draft an op-ed or article specific to your municipality or region to push out to your local media (see OBCM Chair Meed Ward's Op-Ed here - [Toronto Star - August 17th](#))
- Contact us at solvethecrisis@obcm.ca for more information

MOTION : *[insert name of your municipality or organization here]* supports the SolvethCrisis.ca Campaign and requests that the Provincial and Federal Governments take Action to Address the Growing Mental Health, Addictions and Homelessness Crisis in Ontario

Whereas there is a humanitarian crisis unfolding on the streets in our cities, large and small, urban and rural, across Ontario. The time for words is over, we need immediate action at all levels of government, starting with the Province of Ontario

Whereas the homelessness, mental health and addictions crisis continues to grow with 3432 drug related deaths in Ontario in 2023¹ and over 1400 homeless encampments across Ontario communities in 2023²; and

Whereas the province has provided additional funding and supports, such as the recent investment of \$378 million for HART Hubs and approximately 375 beds with wraparound supports, it does not adequately address the growing crisis and the financial and social impact on municipalities and regions across the province; and

Whereas municipalities and regions are stepping up and working with community partners to put in place community-specific solutions to address this crisis, but municipalities and regions lack the expertise, capacity, or resources to address these increasingly complex health care and housing issues alone; and

Whereas this is primarily a health issue that falls under provincial jurisdiction and municipalities and regions should not be using the property tax base to fund these programs; and

Whereas there is no provincial lead focused on this crisis leading to unanswered questions that span over a dozen ministries, and a lack of support to manage the increasing needs of those who are unhoused.

Therefore, be it resolved that *[insert name of your municipality here]* supports the SolvethCrisis.ca Campaign;

And calls on provincial and federal governments to commit to immediate action to solve the Humanitarian Crisis that Ontario is facing as the numbers of unhoused individuals and those suffering with mental health & addictions grows exponentially;

AND that the province officially makes Homelessness a Health Priority;

AND appoints a responsible Minister and Ministry with the appropriate funding and powers as a single point of contact to address the full spectrum of housing needs as well as mental health, addictions and wrap around supports;

AND that the provincial government strike a task force with broad sector representatives including municipalities, regions, healthcare, first responders, community services, the business community and the tourism industry to develop a *Made in Ontario Action Plan*;

¹ Office of the Chief Coroner, Ontario (2024). OCC Opioid Mortality Summary Q4 2023. [PDF] .

<https://odprn.ca/occ-opioid-and-suspect-drug-related-death-data/>

² [Homeless Encampments in Ontario. A Municipal Perspective. Association of Municipalities of Ontario. July 2024 -](#)

AND that this provincial task force reviews current programs developed by municipalities, regions and community partners that have proven successful in our communities, to ensure that solutions can be implemented quickly and effectively to tackle this crisis.

AND that the federal government is included in these conversations.

AND that both levels of government provide adequate, sufficient and sustainable funding to ensure that municipalities have the tools and resources to support individuals suffering with mental health and addictions, including unhoused people and those from vulnerable populations that may be disproportionately impacted;

And that this **[Council or Board]** calls on the residents of **[insert name of your municipality, region or organization here]** to join us in appealing to the provincial and federal governments for support by visiting SolveTheCrisis.ca and showing your support;

AND further that a copy of this motion be sent to:

- The Right Honourable Justin Trudeau, Prime Minister of Canada
- The Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities of Canada
- The Honourable Doug Ford, Premier of Ontario
- The Honourable Sylvia Jones, Deputy Premier and Minister of Health
- The Honourable Paul Calandra, Minister of Municipal Affairs and Housing
- The Honourable Michael Parsa, Minister of Children, Community and Social Services
- The Honourable Michael Tibollo, Associate Minister of Mental Health and Addictions
- Local MPs
- Local MPPs and
- Ontario's Big City Mayors



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2024-50

Being a By-Law to authorize the Corporation of the Township of Southwold to enter into an agreement of purchase and sale with Domus Developments (London) Inc. for the lands legally describes as Part of Lot 16, Concession SENBTR SOUTHWOLD designated as parts 8, 13, 18 and 23 & Part of Parts 9, 14 and 19, IIR-10140; S/T E204044.

WHEREAS the Municipal Act, 2001 S.O, c.25, as amended, authorizes municipalities to enter into agreements;

AND WHEREAS the Council of the Township of Southwold deems it necessary and in the public interest to enter into an Agreement of Purchase and Sale with Domus Developments (London) Inc for the land legally described as Part of Lot 16, Concession SENBTR SOUTHWOLD designated as parts 8, 13, 18 and 23 & Part of Parts 9, 14 and 19, IIR-10140; S/T E204044.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. That the Mayor and CAO/Clerk are authorized to sign on behalf of the Corporation of the Township of Southwold the Agreement of Purchase and Sale attached to this By-law as Schedule " A".
2. This By-law shall come into force and effect upon the final passing thereof.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 15TH DAY OF OCTOBER, 2024.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs

**AGREEMENT OF
PURCHASE AND SALE**

DOMUS DEVELOPMENTS (LONDON) INC. (hereinafter called the "Purchaser"), offers to buy from **THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD** (hereinafter called the "Vendor") all and singular the following described property:

PART OF LOT 16 CONCESSION SENBTR SOUTHWOLD DESIGNATED AS PARTS 8, 13, 18 and 23 & Part of Parts 9, 14 and 19, 11R-10140; S/T E204044; TOWNSHIP OF SOUTHWOLD and being shown cross-hatched on the copy of Plan 11R-10140 attached hereto as Schedule "A" and save and except the municipal path running the entire length of the property, being approximately 3.65 m in width and marked with bold black outlining on the sketch attached hereto as Schedule "B".

AT THE PRICE OR SUM OF ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND Canadian Dollars (\$1,750,000.00 Canadian) on the following terms:

1. (a) Purchaser submits with this offer ONE THOUSAND Canadian Dollars (\$1,000.00 Canadian) cheque payable to the solicitor for the Vendor, as a deposit to be held by such solicitor in trust pending completion or other termination of this Agreement and to be credited towards the Purchase Price on completion.

(b) Purchaser agrees to pay the balance of the purchase price subject to adjustments as follows:

- (i) A further deposit of \$175,000 on or before the 10th day following the execution of this Agreement being executed by both parties, which amount shall be refundable to the Purchaser without interest if the sewage treatment plant necessary to service the subject Property has been commenced within 24 months of the date of execution of this Agreement.

The parties agree to review this 24 month time period once 12 months have elapsed from the date of execution hereof. This Agreement shall be conditional until the last day of the 24 month following the execution of this Agreement upon the Vendor tendering for the construction of and awarding the contract to the successful tenderer with a set start date for the commencement of construction of the sewage treatment plant necessary to provide sewage treatment for the subject property. If this condition is not fulfilled by the last day of the 24 month following execution of this Agreement, this Agreement shall be null and void and the Purchaser's original \$1000 deposit together with the additional \$100,000 deposit noted in this subparagraph shall be returned to the Purchaser without interest;

- (ii) \$175,000.00 within 30 days of the award of the construction contract for the sewage treatment plant noted herein;
- (iii) The remaining \$1, 399,000.00 payable upon closing of this Agreement, which closing date shall be set at the date that is 70 days prior to the availability of sewage connections for the lots on the Property.

2. (1) Purchaser agrees to:

- (a) Within 360 days of the execution of this Agreement, submit zoning amendment application to re-zone the lands as R2 and R3 depending on the development concept;
- (b) submit a draft plan of subdivision application and site plan application;
- (c) include in their development concept plan a municipal access for future development of lands to the north of this property and to transfer to the Vendor as a term of the development of the subject lands title to Part 14 on Reference Plan 11R-10140;
- (d) in connection with any development of the subject lands, share with the Vendor in the costs associated with and the actual design and construction of a stormwater management facility to be owned by the Vendor and located externally to these lands. The responsibilities of the Purchaser and the Vendor in regards to same will be contained in a separate agreement and the specific terms of such agreement will be prescribed by the Vendor. The lands tributary includes these development lands being declared surplus, lands west of Union Road that are being developed and existing residential lands. The developer on the lands across Union Road is currently working on the design for this stormwater management pond. The financial contribution will be based on area and overall benefit to the lands. Both development properties will have a higher overall benefit when compared to existing residents; and
- (e) allow the tenant farmer currently renting the property of which the subject lands forms a part harvest any crop planted on the subject lands should the closing date for this purchase occur prior to that crop having been fully harvested.

3. Purchaser and Vendor agree that all existing fixtures are included in the purchase price except those listed hereunder: N/A – Vacant Land

and that the following chattels are included in the purchase price: N/A – Vacant Land

4. This agreement shall constitute an irrevocable offer to sell by the Vendor or to purchase by the Purchaser, as the case may be, until 5:00 p.m. on the day of **August, 2024** after which time if not accepted and communicated

to the Vendor or the Purchaser, as the case may be, this offer shall become null and void and all deposit monies returned without interest.

5. This agreement shall be completed by 5:00 p.m. on the date that is 70 days prior to the availability of sewage connections for the lots on the Property. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided as follows:
6. Purchaser shall be allowed until 5:00 p.m. on the date that is 60 days prior to the availability of sewage connections for the lots on the Property (the requisition date), to, at his own expense, examine the title to the property to satisfy himself that there are no outstanding work orders affecting the property, that its present use may be lawfully continued, and that the principal building may be insured against risk of fire.
7. Provided that the title to the property is good and free from all restrictions, charges, liens, claims and encumbrances, except as otherwise specifically provided in this Agreement and save and except for:
 - (a) any registered restrictions or covenants that run with the land, provided that such are complied with:
 - (b) any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service, providing such have been complied with or security has been posted to ensure compliance and completion as evidenced by letter from the relevant municipality or utility supplier;
 - (c) any registered re-entry rights to a builder or developer and any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property; and
 - (d) any minor easements for the supply of utility service to the property or to adjacent properties.

If within the time for examining the title any valid objection to title, or any outstanding work order or deficiency notice, or to the fact that the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire, is made in writing to Vendor or Vendor's solicitor, which Vendor is unable or unwilling to remove, remedy or satisfy, and which Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all money theretofore paid shall be returned without interest or deduction and Vendor and his Agents shall not be liable for any costs or damages. Save as to any valid objection so made within such time, and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property. Vendor hereby consents to any government, licensing or regulatory authority releasing to Purchaser details of all outstanding orders or deficiency notices affecting the Property, and Vendor agrees to execute and deliver to Purchaser or his solicitor, prior to the requisition date, such further authorizations in this regard as Purchaser may prepare and reasonably require.

8. Vendor and Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.
9. Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Vendor. Vendor agrees that, if requested by the Purchaser, he will deliver any sketch or survey of the property in his possession or within his control to Purchaser as soon as possible and prior to the requisition date. In the event that a discharge of any mortgage or charge held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union or Insurance Company and which is not to be assumed by the Purchaser on completion is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.
10. Provided that this Agreement shall be effective to create an interest in the property only if the subdivision control provisions of The Planning Act are complied with by Vendor or on before completion and vendor hereby covenants to proceed diligently at his expense to obtain any necessary consent on or before completion.
11. Purchaser shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for Purchaser to pay to the Minister of National Revenue in order to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or his statutory declaration that he is not then a non-resident of Canada.
12. Rent, mortgage interest, taxes, local improvements, water and assessment rates and the cost of fuel shall be

apportioned and allowed to the date of completion (the day itself to be apportioned to Purchaser).

13. The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of Vendor, and any mortgage or a charge to be given back by the Purchaser to the Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Clauses 50(22)(a), (b) and (c) of the Planning Act.
14. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective solicitors who may be specifically authorized in that regard.
15. Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective solicitors on the day set for completion of this Agreement. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
16. The parties acknowledge and agree that any offer or counter offer may be made or accepted by the parties by email or facsimile. Any such acceptance shall be deemed communicated at the time and date of sending.
17. Any notice required or permitted to be given in this Agreement shall be in writing and may be sufficiently given by personal service, or by sending same by email or facsimile, to the other party at the addresses set out herein or by leaving it at the addresses set out herein. All notices shall be deemed to have been validly and effectively given at the time and date of service where personally served or at the time and date of delivery where left at the party's address or at the time and date of sending when sent by email or facsimile.

Vendor's address
for service:
35663 Fingal Line
Fingal, ON N0L 1K0

Fax no. for service: 519-769-2837

Email Address for Service: development@southwold.ca

Telephone: 519-769-2010

Purchaser's Address
for service:
200 Village Walk Blvd, Suite 401
London, ON N6G 0W8

Fax no. for service: 519-439-3882

Email Address for Service: mmescia@domusdev.com

Telephone: 519-439-3881

18. If there is a conflict between any provision in this Agreement and any Schedule attached hereto, the Schedule shall prevail to the extent of such conflict. This Agreement including any Schedules attached hereto, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, whether direct or collateral or expressed or implied, which induced any party hereto to enter into this Agreement or on which reliance is placed by any such party, or which affects this Agreement or the property or supported hereby, other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
19. Purchaser acknowledges having inspected the property prior to submitting this Offer and understands that upon vendor accepting this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.
20. The Parties hereto agree that if the sale of the property is subject to Harmonized Sales Tax (HST), such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.
21. The parties agree that if there are any Schedules attached to this Agreement of Purchase and Sale, such Schedules form part of this Agreement of Purchase and Sale.
22. Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

- 23. This Agreement may be executed in several counterparts, each of which, when so executed, shall constitute but one and the same document. This document may also be signed in paper form, by facsimile signature or by electronic signature in accordance with section 11 of the Electronic Commerce Act, 2000 (Ontario). It may also be signed, whether or not in counterpart, scanned to Adobe® Portable Document Format (PDF) and delivered by way of electronic mail.

DATED at London, this day of 2nd October, 2024.

IN WITNESS whereof I have hereunto set my hand and seal:

DOMUS DEVELOPMENTS (LONDON) INC.

Per: [Redacted]
Michael Mescia, President

I have authority to bind the Corporation

The undersigned accepts the above offer.

DATED at Fingal, this day of 15th October, 2024.

THE CORPORATOIN OF THE TOWNSHIP OF SOUTHOWLD

Per: _____
Grant Jones, Mayor

Per: _____
Lisa Higgs, CAO

We have the authority to bind the municipality.

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale, and direct a copy to my solicitor.

Vendor's Solicitor:
Amy Dale

Solicitor's Address:
HARRISON PENZA LLP
468-470 Talbot Street
St. Thomas, Ontario N5P 1C2
adale@harrisonpenza.com

Solicitor's Telephone No.:
519-661-6700

Solicitor's Facsimile No.:
519-667-3362

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale, and direct a copy to my solicitor.

Purchaser's Solicitor:
Randolph D. Mills

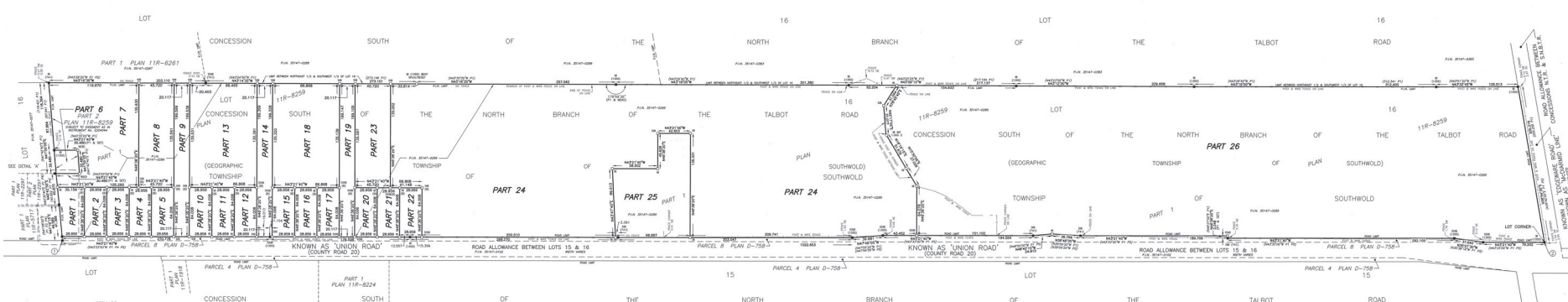
Solicitor's Address:
Stambler + Mills
1512-140 Fullarton St.
London Ontario
N6A 5P2

Solicitor's Telephone No.:
519-672-6240

Solicitor's Facsimile No.:
519-433-9593

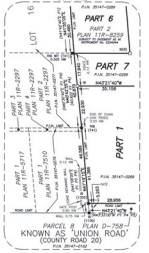
PLAN OF SURVEY
 OF PART OF
 LOT 16,
 CONCESSION SOUTH OF THE NORTH
 BRANCH OF TALBOT ROAD
 (GEOGRAPHIC TOWNSHIP OF SOUTHWOLD)
 TOWNSHIP OF SOUTHWOLD
 COUNTY OF ELGIN
 SCALE: 1:1000
 DATE: 2017
 ARCHIBALD, GRAY & SHAW LTD.
 ONTARIO LAND SURVEYORS

PLAN 11R-1014
 RECEIVED AND APPROVED
 DATE: Feb 23/17
 DATE: February 23/17
 ARCHIBALD, GRAY & SHAW LTD.
 ONTARIO LAND SURVEYORS
 REPRESENTATIVE FOR LAND
 RECEIVED FOR THE LAND TRUST
 COUNTY OF ELGIN (No. 11)



PART	LOT	PART SCHEDULE	E.T.N.
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NOTE: 1 TO 26 INCLUDES COMPLETE ALL OF THE 2017-2018 PART 6 IS SUBJECT TO AN AGREEMENT IN EXCHANG.



UTM GRID NOTES
 BEARING ARE IN THE NORTH POLAR GRID COORDINATE SYSTEM (NAD 83) REFERRED TO THE CENTRAL MERIDIAN OF THE WEST ZONE, ZONE 17.
 DISTANCES SHOWN ON THIS PLAN ARE MEASURED AND ARE NOT CORRECTED TO THE UTM GRID BY THE 'COMBINED SCALE FACTOR' OF DISTORTION.
 DISTANCES BETWEEN POINTS SHOWN ON THIS PLAN ARE MEASURED AND ARE NOT CORRECTED TO THE UTM GRID BY THE 'COMBINED SCALE FACTOR' OF DISTORTION.
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- NOTES & LEGEND**
- 1. EXISTING MONUMENT FOUND
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 - 26. EXISTING MONUMENT SET

SURVEYOR'S CERTIFICATE:
 I CERTIFY THAT:
 1. THIS SURVEY HAS BEEN MADE AND CONDUCTED AND IS CONFORMABLE WITH THE REQUIREMENTS OF THE SURVEY ACT AND THE REGULATIONS MADE THEREUNDER.
 2. THIS SURVEY WAS COMPLETED ON THE 17th DAY OF FEBRUARY, 2017.
 3. I AM A REGISTERED SURVEYOR IN THE PROVINCE OF ONTARIO.
 4. I AM A MEMBER OF THE ONTARIO ASSOCIATION OF LAND SURVEYORS.
 5. I AM A MEMBER OF THE ONTARIO SOCIETY OF PROFESSIONAL SURVEYORS.
 6. I AM A MEMBER OF THE ONTARIO SOCIETY OF PROFESSIONAL SURVEYORS.
 7. I AM A MEMBER OF THE ONTARIO SOCIETY OF PROFESSIONAL SURVEYORS.
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 25. I AM A MEMBER OF THE ONTARIO SOCIETY OF PROFESSIONAL SURVEYORS.
 26. I AM A MEMBER OF THE ONTARIO SOCIETY OF PROFESSIONAL SURVEYORS.





**SOUTHWOLD KEYSTONE
COMPLEX PROPERTY**

FUTURE DEVELOPMENT LANDS



**TOWNSHIP OF SOUTHWOLD
(R3) ZONING REGULATIONS**

PERMITTED USE:	MULTIPLE DWELLING / ROWHOUSE		
	ZONING REG.	CONDO BLOCK A	CONDO BLOCK B
LOT AREA (MIN.)	250m ²	20,135.49m ²	20,081.84m ²
LOT FRONTAGE (MIN.)	30.0m	131.71m	131.67m
NUMBER OF UNITS	N/A	39	91
YARDS			
FRONT YARD (MIN.)	6.0m	6.0m	6.0m
INTERIOR SIDE (MIN.)	6.0m	10.0m	10.0m
EXTERIOR SIDE (MIN.)	10.0m	10.0m	10.0m
REAR (MIN.)	10.0m	10.0m	10.0m
LOT COVERAGE (MAX.)	35%	39%	26%
BUILDING HEIGHT (MAX.)	14m	14m	14m
NUMBER OF STOREYS (MAX.)	6	1	3
AMENITY AREA (MIN.)	45m ² PER UNIT	52m ² PER UNIT	54m ² PER UNIT
UNIT DENSITY (MAX.)	50 units/ha	32 units/ha	
GARBAGE STORAGE:	EXTERNAL GARBAGE STORAGE ENCLOSURE		
PARKING			
ACCESSIBLE PARKING TYPE 'A'	2	N/A	2
ACCESSIBLE PARKING TYPE 'B'	2	N/A	2
STANDARD PARKING	1.5 PER UNIT	3 PER UNIT	1.5 PER UNIT
TOTAL PARKING	1.5 PER UNIT	2 PER UNIT	1.5 PER UNIT
VISITOR PARKING	N/A	24	33

NOTE: FRONT OF CONDO BLOCK A & CONDO BLOCK B TAKEN AS SPICER STREET
NOTE: BOTH CONDO BLOCK A & CONDO BLOCK B PROPOSED AS R3 ZONING

**EXISTING
SOCCER FIELDS**

EXISTING RESIDENTIAL

EXISTING RESIDENTIAL

EXISTING RESIDENTIAL

EXISTING RESIDENTIAL

CJDL
Consulting Engineers

CONSULTANT:
Civil, Electrical, Landscaping
100-1100, 2411 14th Avenue
Markham, Ontario L3R 9V5
Tel: (905) 477-0100
Fax: (905) 477-0101
www.cjdl.ca
info@cjdl.ca

STAMP



REVISION	
#	DESCRIPTION

CONCEPT PLAN

CONTRACT #: 22065 SCALE: 1:500
 PROJECT NAME: TEETZEL FARM DEVELOPMENT
 PART OF LOT 16, PLAN 11R-10140
 DOMUS DEVELOPMENTS (LONDON) INC.
 DRAWING #: 1



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2024-51

Being a By-law to appoint Aird & Berlis LLP as the Integrity Commissioner and Closed Meeting Investigator for the Township of Southwold.

WHEREAS section 223.3 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipality to appoint an Integrity Commissioner, who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality;

AND WHEREAS section 223.13 of the *Municipal Act, 2001* authorizes a municipality to appoint an Ombudsman, who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality;

AND WHEREAS section 239.2 of the *Municipal Act, 2001* authorizes a municipality to appoint a Closed Meeting Investigator, who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality;

NOW THEREFORE the Council of the Corporation of the Township of Southwold enacts as follows:

1. That Aird & Berlis LLP is hereby appointed as Integrity Commissioner for the Township of Southwold and is assigned all of the functions set out in subsection 223.3(1) of the *Municipal Act, 2001*.
2. That Aird & Berlis LLP is hereby appointed as Closed Meeting Investigator for the Township of Southwold and is assigned all of the functions set out in section 239.2 of the *Municipal Act, 2001*.
3. That the appointments set out above shall be effective as of November 1, 2024-May 31, 2027.
4. That the Mayor and CAO/Clerk are hereby authorized and directed to execute all documents with Aird & Berlis LLP on behalf of the Corporation of the

Township of Southwold and to affix the corporate seal of the municipality to all such documents.

5. That By-law 2022-87 is repealed.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 15TH DAY OF OCTOBER, 2024.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2024-52

Being a By-law to regulate and licence the keeping of Backyard Hens within Residential One (R1) Zones in the Township of Southwold

WHEREAS Section 5(3) of the Municipal Act, 2001, S.O. 2002, c.25, as amended, provides that powers of every Council are to be exercised by by-law unless specifically authorized to do otherwise;

AND WHEREAS Section 8(3) of the Municipal Act, 2001 provides municipalities with the broad authority to govern affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Sections 11(1) and (2) of the Municipal Act, 2001, provides that a lower- tier municipality may provide any services or thing that the Municipality considers necessary or desirable for the public in respect to the economic, social and environmental well-being of the municipality and the health, safety and well-being of persons;

AND WHEREAS Section 11(3) of the Municipal Act, 2001, provides that a lower-tier municipality may pass by-laws respecting matters within the following spheres of jurisdiction: animals;

AND WHEREAS Council provided direction at the September 9, 2024 regular meeting of Council on key provisions that should be included in the licensing by-law;

AND WHEREAS yearly licenses shall be capped at 15 for the entire Township;

AND WHEREAS the Council of the Corporation of the Township of Southwold deems it expedient, necessary and in the public interest to regulate the keeping of backyard Hens in accordance with the Township's Zoning By-law, as amended, for the purpose of public health and safety.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

Definitions

“Annual License Cap” or “cap” shall refer to the maximum limit of Backyard Hens Licences being issued annually.

“Backyard Hens” means the accessory keeping of hens for the purpose of companionship as a pet or providing eggs for personal consumption by occupants of a dwelling on the same lot, and does not include accessory livestock, or agricultural uses otherwise defined by the Township of Southwold’s Zoning By-law.

“Clerk” means the Clerk of the Corporation of the Township of Southwold or their designate.

“Coop” means a fully enclosed weatherproof and ventilated building where hens are kept and which the interior of includes nest boxes for egg laying, perches for the hens to sleep on, and food and water containers.

“Council” means the Council of the Corporation of the Township of Southwold.

“Dwelling” means one or more rooms in a building, designed as, or intended as, or capable of being used or occupied as a single independent housekeeping unit and containing living, sleeping, sanitary and food preparation facilities or facilities for the installation of kitchen equipment and has an independent entrance. For the purpose of this By-law, a dwelling unit does not include any commercial accommodation or a recreational trailer.

“Hen” means a domesticated female Hen that is at least four months old.

“Licence” means a licence issued under this By-law.

“Officer” means a Police Officer or an Animal Control Officer, a By-law Enforcement / Municipal Law Enforcement Officer for the Township of Southwold, or anyone working under his/her authority.

“Outdoor Run” means an area enclosed by wire screen intended for permitting a hen or hens to be outdoors.

“Property” means a parcel of land and any buildings or other structures on the land.

“Property Owner” means the registered owner(s) of a property within the Township of Southwold.

“Slaughtering” means the killing of livestock for purposes that include the use of meat for food.

“Township” means the Corporation of the Township of Southwold.

“Waitlist” means the list of applications received after the cap of 15 issued licenses has been reached.

“Zoning By-law” means a by-law passed under Section 34 of the Planning Act that regulates the use of land in the Township of Southwold.

1. Administration

- 1.1 The Corporation of the Township of Southwold is responsible for the administration and enforcement of this by-law.
- 1.2 The provisions of this By-law shall apply to the keeping of Backyard Hens in accordance with the Zoning By-law within the boundaries of the Township of Southwold.
- 1.3 The Owner and/or applicant understands and agrees that upon notice, the Township may revoke the licence/permission to keep hens at anytime, and the keeping of hens after this date is an offence under the by-law as set out in Schedule “A”.

2. Application for Backyard Hen Licence

- 2.1 No person shall keep Backyard Hens pursuant to this By-law, unless that person has submitted an application and receives a licence from the Township of Southwold.
- 2.2 The applicant/owner of the Backyard Hens must reside on the property where the Backyard Hens are kept.
- 2.3 An application for such licence must be signed by the applicant and/or landowner and shall include, but is not limited to, the following mandatory fields and declarations:
 - 1) Applicant information including name, address (mailing and physical), postal code, and telephone number and email address;
 - 2) Property Owner’s information including name, address (mailing and physical), postal code, and telephone number and email address;
 - 3) Site sketch/plan illustrating the location and size of the coop and manure storage area on the property, complying with the coop regulations set out in the By-law;
 - 4) Checklist of specific regulations contained in the By-law confirmed by the applicant; and,

- 5) A declaration that the applicant:
- a) Reviewed OMAFRA Webpage titled "Raise Healthy Small Flock Poultry";
 - b) Reviewed the OMAFRA Webpage titled "Rodent Control in Livestock and Poultry Facilities";
 - c) Reviewed the Ministry of Health Factsheet titled "Reducing Health Risks Associated with Backyard Chickens";
 - d) Will provide suitable housing and shelter for the backyard Hens in their care and will maintain such housing in a clean and wholesome state, having regard for Biosecurity Recommendations for Small Flock Chicken Owners;
 - e) Will provide the Backyard Hens with appropriate food, water, space and environmental conditions conducive to good health and the opportunity to socialize and engage in fundamental behaviours such as scratching, roosting and dust bathing; and,
 - f) Will abide by the regulations contained within the Backyard Hens Licensing By-law.

2.4 It is understood that different ministries and organizations may update their resource kits and factsheets from time to time. Staff have the authorization to make updates to the education package applicants are to review as outlined above in section 2.3, based on new information provided and/or recommended by OMAFRA and the Ministry of Health.

2.5 Tenants must obtain written permission from the property owner to keep Backyard Hens on the owner's property.

2.6 Every application for a Backyard Hens licence shall be submitted to the Township on the form provided (application form or renewal form).

A license will be issued for every approved application upon receipt of payment submitted in accordance with the annual licence fee as outlined in the User Fees By-law. Approved licenses that are not paid within 30 days of their approval will not be held or guaranteed issuance based on license availability.

2.7 Through the authority of this by-law the Township has set a yearly cap on the number of backyard Hen licences so as not to exceed 15 approved licences per year. The annual cap includes license renewals.

2.8 Applications received after the cap of approved licenses is reached will be added to a waitlist, whereby applicants will be notified in sequence of their submission upon license availability.

- 2.9 Every licence issued pursuant to this By-law shall expire on the 31st day of March following the year in which it was issued in. Licensee's are required to apply to renew their licence annually to continue to keep Backyard Hens.

Initial Application

- 2.10 An initial application shall be submitted by all new applicants for any property proposing to receive a licence, providing all the required documentation as outlined in section 2.3 of this By-law.
- 2.11 A change in occupancy or ownership of the property shall make the Backyard Hens License null and void. The new occupant and/or owner shall submit a new initial application, not a renewal application.

Renewal Application

- 2.12 For applicants who have submitted an initial application for a property and received a licence, in the following years, if no changes have been made since the initial application was submitted for that property, the applicant may submit a renewal application and the prescribed fee, to be issued for the annual licence.
- 2.13 The renewal application and applicable licence fee shall be submitted by March 31st the year following the year in which the previous licence was issued in. Failure to do so may result in the Township issuing a fine for failure to obtain a licence, and an order to remove hens if the licence cap has been reached and there are no licences available.
- 2.14 Licensee's who apply to renew their licence before the deadline of March 31st will be prioritized for the continuance of their licence based on license availability.
- 2.15 Notwithstanding section 2.15, approval of a renewal is not guaranteed. The application to renew a licence must demonstrate the licence holder will continue to meet the regulations and standards required for licence approval.
- 2.16 Licensee's who do not apply to renew their licence before the deadline of March 31st of a renewal year will not be prioritized for the continuance based on licence availability.
- 2.17 If an applicant submitted an initial application and received a licence, but has not submitted a renewal application in the two (2) years following the expiration of the initial licence, the applicant will be required to submit an initial application again and not a renewal.

General

- 3.0 Every application for a licence will be reviewed to determine whether it meets the requirements of this By-law. Part of this review will include circulation to applicable departments.
- 3.1 Applications received after the annual cap has been reached, will be held on a waitlist in the sequence they were received. Upon licence availability waitlisted applicants will be contacted in the order their application was received. These applicants will have 30 days to respond to the Township advising if they will proceed with their application.
- 3.2 Waitlisted applicants who do not inform the Township of their intention to proceed, will forfeit their position on the waitlist and the subsequent applicant will be contacted.
- 3.3 When waitlisted applicants are offered an available licence, they will be required to affirm that the information on their application has not changed. If the information has changed, they will be provided an opportunity to resubmit an application within a 30-days for immediate consideration.
- 3.4 Reviewing departments as part of their review, may require an inspection of the property, other than a room or place used as a dwelling.
- 3.5 If at any time the Township determines, as a result of evidence that is provided, that the operation of a Backyard Hen coop does not conform to the requirements of this By-law, it may suspend or revoke the licence.
- 3.6 In the event of any changes to the conditions to which the licence approval was based on, the applicant shall notify the Township immediately of the changes and may be required to submit additional information, including but not limited to a new site sketch/plan of the coop location.

4.0 Property Regulations

- 4.1 A person is not eligible for a Backyard Hen licence or the renewal of such licence unless:
 - 1) The use or proposed use conforms with the Township’s Zoning By-law and zone provisions that apply to the property;
 - 2) The property is Zoned Residential Type 1 (R1), and meets the minimum lot size provisions of section 8.2 (a) (i) of the Zoning By-Law, that is the property is at least 1858.0 m² (20,000 sf²).

- 3) The property conforms to all applicable law, including but not limited to, the Health Protection and Promotion Act, laws regarding animal cruelty, and the Fire Protection and Prevention Act.
- 4) The property complies with all other municipal By-Laws and there are no outstanding orders or unpaid fines.

5.0 Backyard Hens Regulations

- 5.1 A maximum of four (4) Backyard Hens shall be allowed on each permitted property.
- 5.2 All Backyard Hens shall be at least four (4) months old.
- 5.3 The keeping of roosters is strictly prohibited.
- 5.4 All deceased Backyard Hens shall be disposed of promptly in a sanitary manner.
- 5.5 The slaughtering of Backyard Hens on the property is prohibited.
- 5.6 The selling of eggs, manure, meat or other products derived from backyard Hens is prohibited.

6.0 Backyard Hen Coop Regulations

- 6.1 Within a settlement area as defined by the Township's Zoning By-law, no backyard Hen coop (including manure storage area) or outdoor run, shall be located within:
 - 1) Conservation Authority Regulated Area, unless a permit is granted by the Conservation Authority, as defined in the Zoning By-Law mapping;
 - 2) A front yard or exterior side yard;
 - 3) 2 m of any dwelling;
 - 4) 3 m of any lot line;
 - 5) 1.5 m of any structure;
 - 6) 3 m from and downgradient of any well location to avoid potential water source contamination;
 - 7) 3 m of any private sewage system (including tile bed); and,
 - 8) 15 m of any lot line on which a school is located.

6.2 A maximum of one (1) backyard Hen coop and one (1) outdoor run shall be permitted per property.

A backyard Hen coop shall be provided that has:

- 1) A maximum ground floor area of 9.0 m²
- 2) At least 0.37 m² of floor area for each hen;
- 3) A maximum height of 4.5 m.

6.3 The backyard Hen coop and manure storage area, exclusive of the outdoor enclosure, shall not cumulatively exceed an area of 10 m².

6.4 All backyard Hen coops shall be a fully enclosed weatherproof structure or enclosure with ventilation and a heat source, built to prevent any rodent(s) from harbouring underneath or within its walls and to prevent entrance by any other animal. The interior shall include:

- 1) At least one nest box for egg laying;
- 2) At least one perch giving 0.3 m of space per hen;
- 3) At least one food and water container;
- 4) The floor must be constructed of a material that is resistant to moisture, mould, retain heat in the cold weather and exclude rodents and predators;
- 5) The floors must be lined with shavings, straw or other appropriate materials to absorb manure and facilitate cleaning;
- 6) Hen boxes and a perch must be provided to accommodate all hens;
- 7) Dust bath area must be provided (helps control mites);

6.5 The Backyard Hen coop shall have a heat source that is a Canadian Standards Association (CSA) rated product and meets the Electrical Safety Authority (ESA) standards upon installation. It is the owner's responsibility to follow the manufacturer's instructions for the heat source to ensure proper use.

6.6 All Backyard Hen coops must be kept in a clean and sanitary condition at all times, free of vermin, obnoxious smells and substances and in good repair.

6.7 All Backyard Hen coops and outdoor runs shall be secured against the entry of predators.

- 6.8 Backyard Hens must be provided with food and clean water at all times, shelter, light, and ventilation to assist in keeping the hens in good health. Food and water shall be kept in solid, rodent proof and weather proof containers. Uneaten feed shall be removed in a timely manner.
- 6.9 All stored manure shall be covered by a fully enclosed container. No more than three (3) cubic feet of manure shall be stored. All other manure not used for composting or fertilizing shall be removed daily from the hen coop and outdoor run.
- 6.10 All backyard Hens must be kept securely in a coop or outdoor run at all times. Backyard Hens are not permitted to run at large.
- 6.11 The Backyard Hen coop must be locked from sunset to sunrise.

7.0 Right of Entry

- 7.1 Every person who holds a Backyard Hen licence shall allow, at any reasonable time, a Municipal Law Enforcement Officer or other authorized employee or agent of the Township to inspect the property, other than any room or place used as a dwelling, to determine whether all requirements of this By-law are being complied with.
- 7.2 No person shall obstruct or hinder or attempt to obstruct or hinder a Municipal Law Enforcement Officer or other authorized employee or agent of the Township in the exercise of a power or the performance of a duty under this By-law.

8.0 Offence and Penalty Provisions

- 8.1 Every person who contravenes any of the provisions of this by-law shall be guilty of an offence and upon conviction is liable to a fine pursuant to the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.
- 8.2 If this By-law is contravened and a conviction entered, the court in which the conviction was entered or any Court of competent jurisdiction may, in addition to any other remedy and to any penalty that is imposed, make an order prohibiting the continuation or repetition of the offence by the person convicted.

9.0 Severability

- 9.1 It is hereby declared that notwithstanding any section, subsections, clause, paragraph or provision of the By-law or parts thereof, may be declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or beyond the powers of Council to enact, such section or section or parts thereof shall be

deemed to be severable and shall not affect the validity or enforceability of any other provisions of the By-law as a whole or part thereof and all other sections of the By-law shall be deemed to be separate and independent therefrom and enacted as such.

9.2 Whenever any reference is made in this By-law to a statute of the Legislature of the Province of Ontario, such reference shall be deemed to include all subsequent amendments to such statute and all successor legislation to such statute.

10.0 Force and Effect

This by-law shall take force and effect upon the passage hereof.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 15th DAY OF OCTOBER, 2024.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs

The Corporation of the Township of Southwold
Backyard Hens Licensing By-law 2024-52

To regulate and licence the keeping of Backyard Hens within the Township of Southwold

Schedule "A"

Part I Provincial Offences Act

Item	Short Form Wording	Provisions Creating or Defining Offence	Set Fine
1.	Fail to obtain licence	s. 2.1	\$205.00
2.	Possess more than four (4) Hens	s. 5.1	\$205.00
3.	Possess a rooster	s. 5.3	\$205.00
4.	Fail to dispose of deceased Hen promptly and in sanitary manner	s.5.4	\$250.00
5.	Permit slaughtering of Hens on property	s. 5.5	\$305.00
6.	Permit the sale of products derived from Hens	s. 5.6	\$205.00
7.	Fail to comply with coop location setbacks within settlement areas	s. 6.1	\$205.00
8.	Permit more than one (1) coop or outdoor run on property	s. 6.2	\$205.00
9.	Fail to comply with permitted size of coop and manure storage area	s. 6.3	\$205.00
10.	Fail to comply with coop maintenance standards	s.6.4	
11.	Fail to maintain sanitary conditions	s. 6.6	\$305.00
12.	Fail to keep coop and/or outdoor run secure	s. 6.7	\$205.00

Item	Short Form Wording	Provisions Creating or Defining Offence	Set Fine
13.	Fail to provide clean food and water	s.6.8	\$205.00
14.	Fail to keep food properly stored	s.6.8	\$205.00
15.	Fail to keep manure in proper fully enclosed container	s. 6.9	\$205.00
16.	Permit storage of manure over three (3) cubic feet	s. 6.9	\$205.00
17.	Permit Hens to run at large	s.6.10	\$205.00
18.	Fail to lock coop from sunset to sunrise	s. 6.11	\$205.00
19.	Hinder or obstruct the Township, its employees, officers or agents	s. 7.2	\$400.00

Note: The general penalty provision for the offences listed above is Section 8.1 of By-law 2024-52, a certified copy of which has been filed.



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2024-53

Being a By-Law to amend Animal Control fees in By-law No. 2021-73

WHEREAS Section 391 of the Municipal Act, 2001, R.S.O.2001, c. 25, as amended, provides that the Council of a local municipality may pass by-laws to impose fees and charges;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. That Schedule "A" to By-law No. 2021-73 be amended by deleting the following items:

Item #	Category	Sub-Category	Item	Fee	Notes
1.07	Animal Control		Dog Tag	\$0.00	No HST
1.08	Animal Control		Late fee after last business day in February- additional charge per tag	\$0.00	No HST
1.09	Animal Control		Any NEW dog/puppy to the Township, licensed after Jul1 of each year	\$0.00	No HST, will pay ½ the regular fee (case by case determination)
1.10	Animal Control		Replacement tag	\$0.00	No HST

1.13	Animal Control		Guide Dogs & Service Dogs	No Charge	
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2. That Schedule "A" to By-law No. 2021-73 be amended by inserting the following:

Item #	Category	Sub-Category	Item	Fee	Notes
1.07	Animal Control		Fee to license backyard hens	\$150.00	No HST
1.08	Animal Control		Renewal fee to license backyard hens	\$75.00	No HST

3. This by-law comes into full force and effect on final passing.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 15TH DAY OF OCTOBER, 2024.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2024-54

Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on October 15, 2024.

WHEREAS Section 5(3) of the Municipal Act, 2001, Chapter 25, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 8, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it has been expedient that from time to time, the Council of the Corporation of the Township of Southwold should enact by resolution or motion of Council;

AND WHEREAS it is deemed advisable that all such actions that have been adopted by a resolution or motion of Council only should be authorized by By-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. That the actions of the Council of the Township of Southwold at the Regular Meeting of Council held on October 15, 2024; in respect to each report, motion, resolution or other action passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law.
2. That the Mayor and the proper officers of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action, or obtain approvals, where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the Corporate Seal of the Township of Southwold to all such documents.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 15th DAY OF OCTOBER, 2024.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

-ADDENDUM TO AGENDA-

Tuesday October 24, 2024

REGULAR MEETING OF COUNCIL

7:00 p.m., Council Chambers, Fingal/Via Video Link

2. ADDENDUM TO AGENDA

Item Added:

12. CLOSED SESSION

(c) Education and Training Sessions Section 239 (3.1)- Information on purchasing models – Talbotville WWTP.